

UNITED STATES DISTRICT COURT
DISTRICT OF DELAWARE

NATIONAL FIRE & MARINE INSURANCE
COMPANY,

Plaintiff,

-against-

ROBIN JAMES CONSTRUCTION, INC.,

Defendant.

Civil Action No.: 06-97

**AFFIRMATION OF LISA F. JOSLIN IN SUPPORT OF
PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**

STATE OF NEW YORK)
)
COUNTY OF ALBANY)

ss.:

Lisa F. Joslin, Esq., being duly sworn, deposes and states:

1. I am associated with the law firm Deily, Mooney and Glastetter, LLP, attorneys for plaintiff National Fire & Marine Insurance Company (hereinafter "National Fire"). As such, I am fully familiar with the facts and circumstances of this matter.

2. I make this affidavit in support of plaintiff's motion for summary judgment pursuant to Rule 56 of the Federal Rules of Civil Procedure and Local Rule 7.1.

3. This action for breach of contract was commenced on February 13, 2006, with the filing and service of a Summons and Complaint, to remedy the failure and refusal of defendant Robin James Construction (hereinafter "Robin James" or "defendant") to pay outstanding insurance premiums due and owing plaintiff under the terms of three (3) separate commercial general liability insurance policies. A copy of the Complaint is attached hereto as Exhibit "A."

4. Defendant filed its Answer on March 9, 2006, a copy of which is attached hereto

as Ex. "B."

5. The Court's Rule 16 Scheduling Order was filed on April 12, 2006, and provides that all dispositive motions shall be brought on or before December 1, 2006.

6. By Order dated May 31, 2006, a Mediation Conference was scheduled in this matter for January 8, 2007, before the Honorable Mary Pat Thyng. A copy of this Order is attached hereto as Exhibit "C."

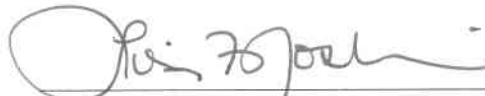
7. Despite defendant's appearance in this case, it has failed to otherwise participate in this proceeding. Currently pending is a motion to compel disclosure and for sanctions and attorneys fees, resulting from defendant's willful failure to serve its initial disclosures, respond to discovery demands, and otherwise participate in discovery. Plaintiff's discovery motion was filed on November 17, 2006.

8. Plaintiff now moves the court for an Order granting summary judgment, despite the pendency of the above discovery motion, in order to properly comply with the Court's Rule 16 Scheduling Order.

9. By the instant motion, National Fire seeks to recover outstanding premiums due and owing plaintiff under the terms of three (3) separate commercial general liability insurance policies (see Ex. "A"). Because defendant has not and cannot establish any defense to plaintiff's claims for breach of contract, it is submitted that plaintiff's motion for summary judgment should be granted in its entirety.

WHEREFORE, plaintiff National Fire hereby requests that the Court grant its motion for summary judgment on its claims in their entirety, and award plaintiff compensatory damages in the amount of \$230,659.74, and such other and further relief as to the Court may seem just and proper.

Dated: December 1, 2006



Lisa F. Joslin, Esq. (*pro hac vice*)
Deily, Mooney and Glastetter, LLP
Attorneys for Plaintiff National Fire &
Marine Insurance Company
8 Thurlow Terrace
Albany, NY 12203
Tel: (518) 436-0344

s/ Kristi J. Doughty

Kristi J. Doughty, Esq. (*Local Counsel*)
Whittington & Aulgur
Odessa Professional Park, Suite 110
313 North Dupont Highway
P.O. Box 617
Odessa, DE 19730-0617

EXHIBIT A

UNITED STATES DISTRICT COURT
DISTRICT OF DELAWARE

NATIONAL FIRE & MARINE INSURANCE
COMPANY,

Plaintiff,

-against-

ROBIN JAMES CONSTRUCTION, INC.,

Defendant.

Civil Action No.:

COMPLAINT

Plaintiff, National Fire & Marine Insurance Company, by and through its counsel, Deily, Mooney and Glastetter, LLP, as and for its Complaint against the defendant, Robin James Construction, Inc., hereby alleges as follows:

PARTIES

1. Plaintiff National Fire & Marine Insurance Company (hereinafter "Plaintiff" or "National Fire") at all times herein relevant was and is a corporation duly organized and existing under and by virtue of the laws of the State of Nebraska, maintaining offices and principal place of business at 3024 Harney Street, Omaha, Nebraska 68131.

2. Upon information and belief, at all times herein relevant, defendant Robin James Construction, Inc. (hereinafter "defendant") was and is a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, maintaining an office and principal place of business at 27701 James Road, Laurel, DE 19956.

JURISDICTION AND VENUE

3. This Court has jurisdiction to entertain this action pursuant to 28 U.S.C. § 1332, as there is complete diversity of citizenship between plaintiff and defendant, and as the matter in controversy exceeds the sum of \$75,000.00, exclusive of interest and costs.

4. Venue is proper in the United States District Court for the District of Delaware pursuant to 28 U.S.C. § 1391(a), as it is in this district which defendants have their principal places of business, and which the acts giving rise to the action occurred.

AS AND FOR THE FIRST CAUSE OF ACTION

5. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "4" as if set forth in full herein.

6. Upon information and belief, in or around 2002 defendant contracted with The Insurance Market, Inc. (hereinafter "Insurance Market"), whereby Insurance Market agreed to obtain for defendant a general liability insurance policy for the period September 26, 2002 through September 26, 2003.

7. Upon information and belief, Insurance Market contacted Quaker Agency, Inc. (hereinafter "Quaker"), an authorized representative of National Fire, to obtain a general liability insurance policy for defendant.

8. Upon information and belief, Quaker obtained a quote from National Fire for a general liability insurance policy for defendant.

9. The insurance premium for the defendant's general liability policy was based on its estimate of variable rating information, including payroll and subcontractor expenses. At the conclusion of the coverage period, an audit of the defendant's records was conducted to determine the final amount of premiums due and owing under the policy.

10. Defendant agreed to be bound by National Fire's general liability insurance policy, and agreed to pay an advance premium in the amount of \$13,753.00. Defendant further agreed to pay any additional audit indicated premiums determined at the conclusion of the coverage period.

11. In exchange for payment of these premiums, plaintiff agreed to provide defendant with general liability insurance coverage of an amount and type agreed upon by the parties. A copy of this policy, No. 72LPE681493 and subsequent agreed upon changes thereto, are attached hereto as **Exhibit "A"**.

12. In accordance with the terms of the general liability insurance policy, defendant paid an advance premium in the amount of \$13,753.00.

13. In accordance with the terms of the general liability insurance policy, plaintiff provided defendant with valid general liability insurance coverage for the period September 27, 2002 through September 27, 2003.

14. After conclusion of the coverage period, a premium audit was conducted and resulted in additional premiums due plaintiff in the amount of \$34,952.00. A copy of the Report of Audit is attached hereto as **Exhibit "B"**.

15. Defendant promptly was notified of the audit results, and of its obligation to remit payment to plaintiff in the amount of \$34,952.00 in accordance with the policy.

16. However, to this date, defendant has failed and refused to pay the additional audit-based premiums in accordance with the terms of its insurance policy.

17. Defendant breached its contract with plaintiff National Fire by failing to pay the required premiums as agreed upon under the policy.

18. As a result of defendant's breach of the contract, defendant is liable to plaintiff National Fire for outstanding audit premiums in the amount of \$34,952.00, plus surplus lines tax in the amount of \$699.04, due and owing under the terms of the insurance policy.

19. As a result of defendant's breach of contract, defendant also is liable for plaintiff's attorneys' fees, costs and expenses incurred in connection with the enforcement of its rights under the policy.

AS AND FOR A SECOND CAUSE OF ACTION

20. Plaintiff repeats and reiterates the allegations contained in paragraphs "1" through "19" as if set forth in full herein.

21. Upon information and belief, in or around 2003 defendant sought to renew its general liability insurance policy for defendant's business for the period September 27, 2003 through September 27, 2004.

22. Upon information and belief, The Insurance Market obtained from Quaker a quote for the renewal of the National Fire general liability insurance policy for defendant.

23. The insurance premium for the renewal of defendant's general liability policy was based on its estimate of variable rating information, including payroll and subcontractor expenses. At the conclusion of the coverage period, an audit of the defendant's records was conducted to determine the final amount of premiums due and owing under the policy.

24. Defendant agreed to be bound by National Fire's general liability insurance policy, and agreed to pay an advance premium in the amount of \$18,661.00. Defendant further agreed to pay any additional audit indicated premiums determined at the conclusion of the coverage period.

25. In exchange for payment of these premiums, plaintiff agreed to provide defendant with general liability insurance coverage of an amount and type agreed upon by the parties. A copy of this policy, No. 72LPE690418 and subsequent agreed upon changes thereto, are attached hereto as **Exhibit "C"**.

26. In accordance with the terms of the general liability insurance policy, defendant paid an advance premium in the amount of \$18,661.00.

27. In accordance with the terms of the general liability insurance policy, plaintiff provided defendant with valid general liability insurance coverage for the period September 27, 2003 through September 27, 2004.

28. At the conclusion of the coverage period, a premium audit was conducted and resulted in additional premiums due plaintiff in the amount of \$173,458.00. A copy of the Report of Audit is attached hereto as **Exhibit "D"**.

29. Defendant promptly was notified of the audit results, and of its obligation to remit payment to plaintiff in the amount of \$173,458.00 in accordance with the policy.

30. However, to this date, defendant has failed and refused to pay the additional audit-based premiums in accordance with the terms of its insurance policy.

31. Defendant breached its contract with plaintiff National Fire by failing to pay the required premiums as agreed upon under the policy.

32. As a result of defendant's breach of the contract, defendant is liable to plaintiff National Fire for outstanding audit premiums in the amount of \$173,458.00, plus surplus lines tax in the amount of \$3,469.16, due and owing under the terms of the insurance policy.

33. As a result of defendant's breach of contract, defendant also is liable for plaintiff's attorneys' fees, costs and expenses incurred in connection with the enforcement of its rights under the policy.

AS AND FOR A THIRD CAUSE OF ACTION

34. Plaintiff repeats and reiterates the allegations contained in paragraphs "1" through "33" as if set forth in full herein.

35. Upon information and belief, in or around 2004 defendant renewed its general liability insurance policy for defendant's business for the period September 27, 2004 through September 27, 2005.

36. Upon information and belief, the Insurance Market obtained from Quaker a quote for the renewal of the National Fire general liability insurance policy for defendant.

37. The insurance premium for the defendant's general liability policy was based on its estimate of variable rating information, including payroll and subcontractor expenses. At the conclusion of the coverage period, an audit of the defendant's records was to be conducted to determine the final amount of premiums due and owing under the policy.

38. Defendant agreed to be bound by National Fire's general liability insurance policy, and agreed to pay an advance premium in the amount of \$20,000.00. Defendant further agreed to pay any additional audit indicated premiums determined at the conclusion of the coverage period.

39. In exchange for payment of these premiums, plaintiff agreed to provide defendant with general liability insurance coverage of an amount and type agreed upon by the parties. A copy of this policy, No. 72LPE698115 and subsequent agreed upon changes thereto, are attached hereto as **Exhibit "E"**.

40. In accordance with the terms of the general liability insurance policy, defendant paid an advance premium in the amount of \$20,000.00.

41. In accordance with the terms of the general liability insurance policy, plaintiff provided defendant with valid general liability insurance coverage for the period September 27, 2004 through September 27, 2005.

42. Due to defendant's failure to pay the additional premiums due under Policy No. 72LPE690418, this policy was canceled effective November 30, 2004. A copy of the Notice of Cancellation is attached hereto as **Exhibit "F"**.

43. A cancellation audit was conducted in January, 2005, and resulted in additional premiums due plaintiff in the amount of \$17,727.00. A copy of the Cancellation Audit is attached hereto as **Exhibit "G"**.

44. Defendants promptly were notified of the audit results, and of their obligation to remit payment to plaintiff in the amount of \$17,727.00 in accordance with the policy.

45. However, to this date, defendant has failed and refused to pay the additional audit-based premiums in accordance with the terms of their insurance policy.

46. Defendant breached its contract with plaintiff National Fire by failing to pay the required premiums as agreed upon under the policy.

47. As a result of defendant's breach of the contract, defendant is liable to plaintiff National Fire for outstanding audit premiums in the amount of \$17,727.00, plus surplus lines tax in the amount of \$354.54, due and owing under the terms of the insurance policy.

48. As a result of defendant's breach of contract, defendant also is liable for plaintiff's attorneys' fees, costs and expenses incurred in connection with the enforcement of its rights under the policy.

WHEREFORE, plaintiff National Fire respectfully requests that this Court award plaintiff the following damages:

- (a) Compensatory damages in the amount of \$230,659.74;
- (b) Attorney's fees, costs, and expenses; and
- (c) Such other and further relief as to the Court may seem just and proper.

Dated: December ____, 2005
Albany, New York

By:

Deily, Mooney and Glastetter, LLP
Attorneys for Plaintiff National Fire &
Marine Insurance Company
8 Thurlow Terrace
Albany, New York 12203
Tel: (518) 436-0344

EXHIBIT A

A STOCK COMPANY

COMMERCIAL POLICY

Report ALL Accidents To:

1-800-356-5750

24 Hour

Toll Free

IMPORTANT NOTICE

If any new or replacement drivers are hired during the term of this policy, notify the company immediately. Failure to do so may result in termination of your policy.

M-2633a (11/85)

THESE POLICY PROVISIONS WITH THE DECLARATIONS PAGE, COVERAGE FORM AND ENDORSEMENTS,
IF ANY, COMPLETE THIS POLICY

07/25/2003 09:28 AM

M-2904 (11/80)

Endorsement No.: 1

Trans. No.: _____

GENERAL CHANGE ENDORSEMENT**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

This endorsement changes the policy on the inception date of the policy or on the date shown below.

It is agreed that the policy is changed as follows:


It is hereby understood and agreed that the named insured is amended to read as follows:

Robin James Construction, Inc.

Additional Premium \$ nil

Return Premium \$ _____

All other terms, conditions and agreements remain unchanged.

Company Name NATIONAL FIRE & MARINE INS. CO.	Policy Number 72LPE681493
	Endorsement Effective 06/20/2003
Named Insured Robin t. James Construction Inc.	Countersigned at Sea Girt, NJ by  (Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

new

NATIONAL FIRE & MARINE INSURANCE COMPANY

OMAHA, NEBRASKA

robja-068-2-p

RENEWAL OF NUMBER

72LPE 681493**COMMERCIAL GENERAL LIABILITY-DECLARATIONS**

Trans. No.

Sub-Agent's Code:

Robin T. James Construction Inc.

27701 James Rd.

Laurel DE 19956

POLICY PERIOD: Policy covers FROM 09/27/02 TO 09/27/03 12:01 A.M. Standard Time at the Named Insured's Address stated above.

The named insured is:

Individual Partnership ☒ Corporation Joint Venture Other:

Business of the named insured is: (ENTER BELOW) contractor Audit Period: Annual, unless otherwise stated. (ENTER BELOW)

LIMITS OF INSURANCE

GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCT-COMPLETED OPERATIONS)	<u>\$2,000,000</u>
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	<u>\$1,000,000</u>
PERSONAL & ADVERTISING INJURY LIMIT	<u>\$1,000,000</u>
EACH OCCURRENCE LIMIT	<u>\$1,000,000</u>
FIRE DAMAGE LIMIT	<u>\$50,000</u> ANY ONE FIRE
MEDICAL EXPENSE LIMIT	<u>\$5,000</u> ANY ONE PERSON

COVERAGE**ADVANCE PREMIUM**

COMMERCIAL GENERAL LIABILITY COVERAGE (SEE SCHEDULE FORM M 3776)

\$13,753.00

OTHER COVERAGE (DESCRIBE)

\$

TOTAL ADVANCE PREMIUM

\$13,753.00

Tax: \$277.06

Minimum annual earned premium \$13,753.00

RETROACTIVE DATE (CG 00 02-applicable to claims made coverage form)
Coverage A of this insurance does not apply to "bodily injury" or "property damage"

Retroactive Date: _____
(Enter Date or "None" if no Retroactive Date applies.)

Location of All Premises You Own, Rent or Occupy:

27701 James Rd., Laurel, DE 19956

IMPORTANT NOTICE

THIS POLICY IS SUBJECT TO A
GENERAL AGGREGATE LIMIT AS SHOWN
IN THE LIMITS OF INSURANCE SECTION
ABOVE

ENDORSEMENTS ATTACHED TO THIS POLICY:

M3776a(11/87) CG0001(10/01) CG0300(1/96) CG2147(7/98) M3792a(2/98) M3795(03/87) M4359A(12/01) M4685(9/94)
M4600(6/95) M5058a(10/01) M5059a(10/01) M5073(12/01) M5075 (12/01) M5076(12/01) M5077(12/01) FM2984(5/89) CG2136(1/96) CG2139(10/93)

Countersigned at Sea Girt, NJ 09/28/02 kf

By



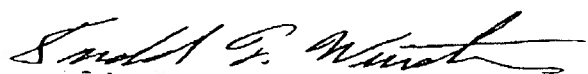
Authorized

FM-3777 (3/87)

In Witness whereof, we have caused this policy to be executed and attested.



Secretary



President

COMMERCIAL GENERAL LIABILITY SCHEDULE

POLICY NO: 72LPE681493

SCHEDULE OF HAZARDS

CLASSIFICATION DESCRIPTION	CLASS CODE	PREMIUM BASIS*	FOR COMPANY USE ONLY	RATES		ADVANCE PREMIUM	
				PREMISES ¹ OPERATIONS	PRODUCTS	PREMISES ¹ OPERATIONS	PRODUCTS
Contractors subcontracted work in connection with constuction, reconstruction, repair, or erection of buildings.	91585	c) 500,000		8.79	12.36	4,395.00	6,180.00
Contractors executive supervisors or executive superintendents - products completed operations subject to general aggregate.	91580	p) 25,300		125.63		3,178.00	
SUBJECT TO 25% THE EVENT OF THE				FULLY EARNED POLICY WRITING PREMIUM IN INSURED REQUEST FOR CANCELLATION.			
TOTAL ADVANCE PREMIUMS						\$7573.00	\$6180.00

*Premium Basis:
M3778a

M-3778a (11/87)

(a) Area (per 1,000 square feet)
(c) Total Cost (per \$1,000 of Total Cost)
(m) Admissions (per 1,000 admissions)

(p) Payroll (per \$1,000 of payroll)
(s) Gross Sales (per \$1,000 of Gross Sales)
(u) Units (per each)

COMMERCIAL GENERAL LIABILITY
CG 00 01 10 01

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;

- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a side-track agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a sub-contractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B**.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

I. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

COVERAGE C MEDICAL PAYMENTS**1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within one year of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;

- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while taking part in athletics.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

h. War

Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.

- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All costs taxed against the insured in the "suit".
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- These payments will not reduce the limits of insurance.
- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".
- So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.
- Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:
- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
 - b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED**1. If you are designated in the Declarations as:**

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage **A**; and
- b. Medical expenses under Coverage **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
 if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
9. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
 Paragraph f. does not include that part of any contract or agreement:
 - (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
11. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

 - (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chasses and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2)** The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2)** The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 03 00 01 96

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective	Policy No.
09/27/02 12:01 A.M. standard time	72LPE681493
Named Insured	Countersigned by
Robin T. James construction Inc.	

(Authorized Representative)

SCHEDULE

Coverage	Amount and Basis of Deductible	
	PER CLAIM	or PER OCCURRENCE
Bodily Injury Liability	\$ 500.00	\$
OR		
Property Damage Liability	\$ 500.00	\$
OR		
Bodily Injury Liability and/or Property Damage Liability Combined	\$	\$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage," however caused):

A. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.

B. You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:

1. **PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a per claim

basis, that deductible applies as follows:

- Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
- Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
- Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
 - "Bodily injury";
 - "Property damage"; or
 - "Bodily injury" and "property damage" combined

as the result of any one "occurrence." If damages are claimed for care, loss of services or death resulting at any time from "bodily injury," a separate deductible amount will be applied to each person making a claim for such damages. With respect to "property damage," person includes an organization.

2. **PER OCCURRENCE BASIS.** If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:
- a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
 - b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
 - c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
(1) "Bodily Injury";

(2) "Property damage"; or

(3) "Bodily Injury" and "property damage" combined

as the result of any one "occurrence," regardless of the number of persons or organizations who sustain damages because of that "occurrence."

- C. The terms of this insurance, including those with respect to:
1. Our right and duty to defend the insured against any "suits" seeking those damages; and
 2. Your duties in the event of an "occurrence," claim, or "suit"
- apply irrespective of the application of the deductible amount.
- D. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

COMMERCIAL GENERAL LIABILITY
CG 21 47 07 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practice, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**AMENDATORY ENDORSEMENT
EXCLUSION OF PROPERTY DAMAGE**
(to property in the care custody or control of the insured)

It is agreed that SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY 2. Exclusions. j. is amended to read as follows:

This insurance does not apply to:

j "Property damage" to:

- (1) Property you own, rent, or occupy;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in your care, custody or control or the care, custody and control of your employees or agents.
- (5) That particular part of real property on which you or your employees or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products - completed operations hazard".

All other terms, conditions and agreements of the policy shall remain unchanged.

Company Name National Fire and Marine Ins. co.	Policy Number 72LPE681493
	Endorsement Effective 09/27/02
Named Insured Robin T. James Construction Inc.	Countersigned by

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy)
(Authorized Representative)

PUNITIVE DAMAGE EXCLUSION
DUTY TO DEFEND AMENDMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

M-3795 (3/87)

This endorsement modifies the insurance provided under all coverage forms and is effective on the inception date of the policy or on the date shown below

The insuring agreement is amended to provide that this insurance does not apply to any sums awarded as punitive damages. The Company has the right and duty to defend any suit asking for damages covered by this policy. However, the Company has no duty to defend suits for bodily injury or property damage not covered by this policy. The Company has the right to defend any suit against the insured which seeks both punitive damages and damages covered in the insuring agreement. However, the Company has no duty to defend any suit seeking only punitive damages or where the remaining allegations of a complaint seek only punitive damages, and the Company shall have the right to settle that part or parts of a suit seeking damages other than punitive.

In the event of a conflict of interest between the insured and the Company due to allegations of punitive damage or due to other allegations not covered by the insuring agreement, the Company shall not be obligated to retain separate counsel to represent the interests of the insured with respect to defense of non-covered allegations, but the insured shall have the right to retain separate counsel at the insured's expense to serve as co-counsel. The Company shall not be required to relinquish control of the defense to such co-counsel so long as covered allegations remain in the suit.

All other terms, conditions and agreements of the policy shall remain unchanged.

Company Name National Fire and Marine Ins. co.	Policy Number 72LPE681493
Named Insured Robin T. James Construction Inc.	Endorsement Effective 09/27/02
	Countersigned by

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

M-3795 (3/87)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement forms a part of the policy to which it is attached, effective at the inception date of the policy.

The following additional exclusion applies to this policy:

This insurance does not apply to:

- (1) "Bodily Injury", "Property Damage", or "Personal and advertising Injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "Pollutants" at any time, or
- (2) "Bodily Injury", "Property Damage", or "Personal and advertising Injury" which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "Pollutants" at any time; or
- (3) any damages, loss, reduction in property value, cost or expense (including but not limited to costs of investigation or attorneys' fees) arising out of any request, demand or order that you or any insured or indemnitee, the Company or any other person or organization test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "Pollutants"; or
- (4) any damages, loss, reduction in property value, cost or expense (including but not limited to costs of investigation or attorneys' fees) incurred by or on behalf of any governmental authority or any other person or organization to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "Pollutants"; or
- (5) to any obligation or liability incurred by, or imposed upon, any insured or indemnitee, whether under an "insured contract" or otherwise, to investigate, defend, or settle, or pay any indemnification or contribution in connection with, any claim or "Suit" against any governmental authority or any other person or organization arising out of, or which would not have occurred but for, the actual, alleged or threatened discharge, dispersal, seepage, Migration, release or escape of "Pollutants"; or
- (6) to any claim or "Suit" against any insured or indemnitee arising out of any federal, state or local law or regulation intended either to provide for the testing for, or the monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing of, "Pollutants" or to allocate the damages, loss, cost or expense of any such actions.

This exclusion applies:

- (1) to all coverages provided under this policy, including but not limited to the commercial general liability coverage, products-completed operations hazard liability coverage and any coverages which may be endorsed to this policy after the date of this endorsement; and
- (2) regardless of whether any insured or any other person or organization intended to, threatened to or actually did discharge, disperse or release, or allow the seepage, migration or escape of, "Pollutants"; and
- (3) even if such "Pollutants" have a function in or are integral to your business, operations, premises, site or location.

"Pollutants" means any solid, liquid, gaseous, thermal or sonic irritant or contaminant or toxic substance, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum products, heat, cold, noise or "Waste Material". "Waste Material" includes but is not limited to any materials or substances which are intended to be or have been recycled, reconditioned or reclaimed. The term "Pollutants" in this Endorsement is broadened to include, but is not limited to, irritants, contaminants or toxic substances which are "Your Product" or which arise out of or are used in connection with "Your Product" or "Your Work", your premises, site or location, or your operations.

OTHER INSURANCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION IV: Commercial General Liability Conditions 4. Other Insurance is replace with the following:

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

This insurance is excess over any other insurance whether the other insurance is stated to be primary, pro rata, contributory, excess, contingent, or on any other basis; unless the other insurance is issued to the Named Insured shown in the Declaration of this Coverage Part and is written explicitly to apply in excess of the Limits of Insurance shown in the Declarations of the Coverage Part.

When this insurance is excess, we will have no duty under Coverage A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we will undertake to do so, but the insured's rights against all those other insurers who have a duty to defend the insured are transferred to us. The insured must do nothing to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and**
- (2) The total of all deductible and self-insured amounts under all that other insurance.**

All other terms, conditions and agreements remain unchanged.

Company Name National Fire and Marine Ins. co.	Policy Number: 72LPE681493
Named Insured: Robin t. James Construction Inc.	Endorsement Effective: 09/27/02
	Countersigned by: Quaker Special Risk

(The Attaching Clause need be completed only when this endorsement is issued subsequent to reparation of the policy.)

FUNGUS EXCLUSION

In consideration of the premium charged, it is understood and agreed that this policy does not apply to any:

- 1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of, resulting from, caused or contributed to, directly or indirectly by:
 - a) Any "fungus" or "spore";
 - b) Any substance, vapor or gas produced by or arising out of any "fungus" or "spore" This includes, but is not limited to, any metabolite such as mycotoxin or a volatile organic compound; or
 - c) Any material, product, building component, building or structure that contains, harbors, nurtures or acts as a medium for any "fungus" or "spore" to the extent that it results in, Causes or contributes concurrently or in any sequence to such injury or damage described in a) or b) above;
- 2) Costs of testing for, monitoring, abatement, mitigation, removal, remediation or disposal of any of the items described in 1) above;
- 3) Other cause or event to the extent that it contributed concurrently or in any sequence to such injury, damage or costs described in items 1) or 2) above;
- 4) Supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with items 1), 2) or 3) above; and
- 5) Obligation to share damages with or repay someone else who must pay damages because of such injury or damage.

This exclusion does not apply to "bodily injury" as the result of the ingestion of goods intended for human consumption.

For the purpose of this endorsement, the following definitions are added:

"Fungus" includes, but is not limited to, any form or type of mold, mushroom or mildew.

"Spore" means any reproductive body produced by or arising out of any "fungus"

All other terms, conditions and agreements remain unchanged.

Company Name	Policy Number
	72LPE681493
National Fire and Marine Ins. Co.	Endorsement Effective
	09/27/02
Named insured	Countersigned at
Robin T. James Construction Inc.	by

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

SUBSIDENCE EXCLUSION

In consideration of the premium charged, it is understood and agreed that this policy does not apply to any "bodily injury, property damage" or "personal and advertising injury" arising out of, resulting from, caused, aggravated or contributed to, directly or indirectly by the subsidence, settling, sinking, slipping, falling away, caving in, shifting, eroding, mud flow, rising, tilting, or any other movement of land or earth.

All other terms, conditions and agreements remain unchanged.

Company Name	Policy Number
	72LPE683493
National Fire and Marine Ins. Co.	Endorsement Effective
	09/27/02
Named insured	Countersigned at
Robin T. James Construction Inc.	by

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - WAR & TERRORISM

Notwithstanding any other provision of this Policy, this insurance does not apply to any damages because of "bodily injury", "property damage", "personal and advertising injury" or any other loss or damage directly or indirectly arising out of, caused by, or resulting from "war" or any "act of terrorism or counter-terrorism" or any threat or hoax of an "act of terrorism or counter-terrorism". Such "bodily injury", "property damage", "personal and advertising injury" or other loss or damage is excluded regardless of (i) whether any other cause or event contributed to such "bodily injury", "property damage", "personal and advertising injury" or other loss or damage in anyway or at anytime, or (ii) whether such "bodily injury", "property damage", "personal and advertising injury" or other loss or damage is accidental or intentional.

"War ... includes undeclared or civil war, or any actor condition incident to war, warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or insurrection, rebellion, revolution, or usurped power, or action taken by governmental authority in hindering or defending against any of these. "War" includes any act that would be included as an "act of terrorism or counter-terrorism" but for the fact that such act was perpetrated by an official, employee or agent of a government, sovereign or other authority acting for or on behalf of such government, sovereign or other authority.

"Act of terrorism or counter-terrorism" includes any of the following:

- 1) any act, violent or nonviolent, or the threat of any act, or the preparation for any act that is intended to, or appears to be intended to:
 - (a) Intimidate, frighten or coerce a civilian population; or
 - (b) Disrupt any segment of an economy; or
 - (c) Disrupt any public service; or
 - (d) Influence the policy or affect the conduct of a government by force, violence, intimidation, coercion, destruction, assassination, kidnapping, disease, trespass or hostage-taking; or
 - (e) Advance a political, religious or ideological cause through force, violence, intimidation, coercion, destruction, assassination, kidnapping, disease, trespass or hostage-taking; or
 - (f) Retaliate against a government or governmental policy; or
- 2) sabotage, use or threatened use of bombs, incendiary devices, explosives, knives, guns or weapons of any type; or
- 3) nuclear detonation, reaction, radiation or radioactive contamination; or
- 4) hijacking or commandeering of any airplane, vehicle or other mode of transportation or otherwise seizing or interfering with public transport; or
- 5) homicide, kidnapping, hostage-taking or extortion; or
- 6) intentional release of or exposure to biological, chemical or germ agents or disease, or intentional contamination or infection of any food source or supply, water source or supply, air supply or atmosphere; or
- 7) computer trespass, interference with computer networks or systems, or tampering with or interfering with a mail or data or voice communication system; or
- 8) damaging, interfering with, interrupting, or destroying any energy source or supply, or any conduit of any energy source or supply; or
- 9) any act authorized by a governmental authority for the purpose of preventing, terminating, countering or responding to any action listed in items (1) through (8), or for the purpose of preventing or minimizing the consequences of such action; or
- 10) any act that would be included as "War" but for the fact that such act was perpetrated by someone other than an official, employee or agent of a government, sovereign or other authority acting for or on behalf of such government, sovereign or other authority.

in any proceeding seeking coverage under this Policy, the person seeking coverage shall have the burden of proving that the claim or "suit" is not excluded under this Endorsement.

All other terms, conditions and agreements of the policy remain unchanged.

Company Name	Policy Number 72LPE681493
National Fire and Marine Ins. Co.	Endorsement Effective 09/27/02
Named Insured	Countersigned at
Robin T. James Construction Inc.	by _____ (Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

M-5075 (12/2001)

**Please read this endorsement carefully.
This endorsement limits the coverage provided by this policy.**

EXCLUSION – ASBESTOS

It is agreed that this policy does not apply to:

1) "bodily injury", "property damage", "potential bodily injury" or "personal and advertising injury" arising in whole or in part, directly or indirectly, out of asbestos in any form, including:

- a) Inhaling, ingesting or physical exposure to asbestos or goods, products or structures containing asbestos; or
- b) The use of
any component part of any good, product or structure; or
- c) The removal of asbestos from any good, product, or structure; or
- d) The manufacture, sale, transportation, storage or disposal of asbestos or goods, products or structures containing asbestos; or

2) any claim or suit arising out of or related to any asbestos-related disease, including asbestosis, mesothelioma, emphysema, pneumoconiosis, pulmonary fibrosis, pleuritis, endothelioma, or any lung disease or any other ailment caused by, contributed to or aggravated by inhalation, consumption, exposure to

For the purposes of this endorsement only, "potential bodily injury" means any alleged emotional or mental distress, risk of future disease, fear of contracting any disease, and costs of medical monitoring for any disease arising from or related to exposure to asbestos.

It is further agreed that we shall not have any duty to defend any "suit" against any insured alleging any actual or threatened injury or damage which arises out of or would not have occurred but for asbestos.

This exclusion applies regardless of whether any other cause or event contributed or is alleged to have contributed to any alleged "bodily injury", "potential bodily injury", "property damage or " personal injury and advertising injury" in any way or at any time.

M-5075 (12/2001)

M-5076 (12/2001)

Please read this endorsement carefully. This endorsement limits the coverage provided by this policy.

**EXCLUSION OF DAMAGES COMMENCING PRIOR
TO POLICY PERIOD
BROAD FORM EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to any "property damage" or "bodily injury" caused by an "occurrence", if any such "property damage" or any such "bodily injury" "commences" in whole or in part prior to the first day of the policy period of this Policy. This exclusion applies even if the "property damage" or "bodily injury" continues, is alleged to continue, or is deemed to continue during the policy period of this Policy.

All exposure to a certain condition or related conditions and all damages involving or arising out of the same product, category of products, completed operation, job site, act or event, regardless of the frequency or repetition of those conditions or damages or the number of claimants shall be considered a single occurrence.

For the purposes of this Endorsement only, "commences" shall mean: (I) first occurs, is alleged to first occur or is deemed to first occur; or (ii) incepts, is alleged to incept or is deemed to incept; or (III) first manifests, is alleged to have first manifested, or is deemed to have first manifested. "Commences" is the earliest point in time of (I), (ii) or (III).

This insurance does not apply to any "personal and advertising injury" caused by an offense, if that offense was first committed or alleged to have been committed prior to the first day of the policy period of this Policy. This exclusion applies even if the offense resulting or alleged to have resulted in "personal and advertising injury" continues, is alleged to continue, or is deemed to continue during the policy period of this policy.

Repeated instances of the same or similar conduct or acts, regardless of the frequency or repetition thereof, shall be considered a single offense.

This insurance does not apply to a claim or "suit" unless an insured has notified us of that claim or "suit". Notification of a claim or "suit" by a person who is not an insured shall not be considered notification for the purposes of this Policy.

If any insured requests an insurance company, including us, to defend, pay or indemnify any amount or otherwise respond to any claim or "suit" under any insurance policy incepting prior to the first day of the policy period of this Policy, this Policy shall not apply to damages sought in that claim or "suit". The previous sentence does not apply to the request for defense, payment or indemnification of any claim or "suit" to any insurance carrier with regard to a policy which is specifically written to be excess of this Policy.

M-5077 (12/2001)

Please read this endorsement carefully. This endorsement limits the coverage provided by this policy.

**ELECTION OF INSURANCE CARRIER FOR DEFENSE
LIMITED DUTY TO DEFEND
BROAD FORM LIMITATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

If any Insured believes that more than one insurance company may have the duty to defend a "suit" for which coverage is provided under this Policy, that insured must elect in writing either to request us to defend the insured or to request one or more other insurance companies to defend the insured with regard to that "suit".

We have the option, but not the duty, to defend any "suit" if any insured has requested another insurance company or companies to defend the 'suit' in whole or in part, regardless of whether such request has been accepted or accepted under a reservation of rights. We may request the Insured to warrant that it has not requested and will not request another insurance company to defend the "suit" in whole or in part as a condition precedent to our defending the "suit".

If we are providing a defense for any insured to any "suit", including a defense under reservation of rights, and that insured or any other insured requests the defense of such "suit" in whole or in part by any other insurance carrier, regardless of whether such insurance carrier agrees to provide a defense or agrees to provide a defense under reservation of rights, then our duty to defend ends and we shall have the right, but not the obligation, to withdraw from any further participation in the defense of that "suit".

We shall not have the duty to defend any indemnitee of any insured if we do not have a duty to defend the insured asking us to defend the indemnitee.

With respect to **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**, we shall not pay any attorney's fees, other legal expenses or costs incurred by any insured or indemnitee in connection with a "suit" if we have no duty to defend that insured or indemnitee in that "suit". We shall not pay any pre-judgment interest or post-judgment interest with respect to any "suit" if we do not have a duty to defend that "suit".

M-5077 (12/2001)

NATIONAL FIRE AND MARINE INSURANCE COMPANY
NOTICE OF SERVICE OF SUIT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In the event you feel that we have failed to pay a claim according to the terms of the policy, you may start suit against us. We will obey the order of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give the Court jurisdiction, and all such matters shall be determined according to the law and practice of the court. In any suit brought against us concerning your policy, we will abide by the final decision of the Court, including any Appellate Court in the event of an appeal.

Service of Suit may be made upon Donald F. Wurster, President, National Indemnity Company, 3024 Harney Street, Omaha, Nebraska, 68131. He is authorized and directed to accept Service of Suit on our behalf and/or provide written notice that we will appear in Court if suit is instituted.

If required by your state statutes, we hereby designate the Commissioner of Insurance, or any other officer specified by the statute, or his successors in office, as our true and lawful attorney for Service of Suit instituted by you, or on your behalf, or on behalf of your beneficiary, in regard to your policy, and designate that such process should be mailed to Donald F. Wurster, President, at the Company Home Office address.

All other terms, conditions and agreements of the policy shall remain unchanged.

Company Name	Policy Number
National Fire and Marine Ins. co.	72LPE681493
Named Insured	Endorsement Effective
Robin T. James Construction Inc.	09/27/02
	Countersigned by

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

COMMERCIAL GENERAL LIABILITY
CG 21 36 01 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - NEW ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 4. of WHO IS AN INSURED (Section II) does not apply.

**COMMERCIAL GENERAL LIABILITY
CG 21 39 10 93**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY LIMITATION

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

The definition of "insured contract" in the DEFINITIONS Section is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement.

EXHIBIT B

NATIONAL FIRE & MARINE INSURANCE COMPANY

3024 Hamey Street · Omaha, NE 68131

Telephone (402) 536-3000

REPORT OF AUDIT

Insured: ROBIN JAMES CONSTRUCTION INC
 27701 JAMES RD
 LAUREL, DE 19956

Policy No.: 72LPE681493
 Effective: 09/27/2002
 Expiration: 09/27/2003
 Cancellation:
 Audit No.: 1

Agent: N29290, Quaker Agency, Inc., Manasquan, NJ

	Premium Base	Rate		Prem/ Oper	Products	Total
91585 Contractors - subcontracted work - in connection with construction, construction, repair or erecti	\$2,152,608 Cost of Work	\$8.79	\$12.36	\$18,921	\$26,606	\$45,527
91580 Contractors - executive supervisors or executive superintendents	\$25,300 Payroll	\$125.63		\$3,178		\$3,178

Advanced Premium: \$13,753

Audit Indicated Premium: \$48,705

Interim Premiums

Previously Billed:

Additional Due: \$34,952

TOTAL: \$13,753

Return Due:

EXHIBIT C

A STOCK COMPANY

COMMERCIAL POLICY

Report ALL Accidents To:

1-800-356-5750

24 Hour Toll Free

IMPORTANT NOTICE

If any new or replacement drivers are hired during the term of this policy, notify the company immediately. Failure to do so may result in termination of your policy.

M-2633a (11/85)

THESE POLICY PROVISIONS WITH THE DECLARATIONS PAGE, COVERAGE FORM AND ENDORSEMENTS,
IF ANY, COMPLETE THIS POLICY

Endorsement No.: 1

Trans. No.:

GENERAL CHANGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement changes the policy on the inception date of the policy or on the date shown below.

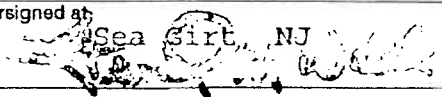
It is agreed that the policy is changed as follows:

In consideration of the additional premium of \$250.00 & \$5.00 tax, it is hereby understood and agreed Diversified Financial Services is added as additional insured as per the attached CG2009.

Additional Premium \$ 250.00

Return Premium \$ nil

All other terms, conditions and agreements remain unchanged.

Company Name NATIONAL FIRE & MARINE INS. CO	Policy Number 72LPE690418 Endorsement Effective 10/31/2003
Named Insured Robin James Construction	Countersigned at by  NJ (Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION (FOR USE WHEN CONTRACTUAL
LIABILITY COVERAGE IS NOT PROVIDED TO YOU IN
THIS POLICY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization (Additional Insured): Diversified Financial Services PO Box 31639 St. Louis, MO 63131		Location Of Covered Operations Only insured locations at which named Insured performs work or operations under contract to the Additional Insured	
Bodily Injury And Property Damage Liability	Premium Cost Basis	Rates (Per \$1000 Of Cost)	Advance Premium
Subject to applicable policy aggregate and per occurrence limit of insurance	Not Applicable	Not Applicable	\$ Non Refundable fee per our schedule
Total Advance Premium			\$ 250.00

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Who Is An Insured (Section II) is amended to include as an Insured the person or organization (called "additional insured") shown in the Schedule but only with respect to liability arising out of:

1. Your ongoing operations performed for the additional insured(s) at the location designated above; or
2. Acts or omissions of the additional insured(s) in connection with their general supervision of such operations.

B. With respect to the insurance afforded these additional insureds, the following additional provisions apply:

1. Exclusions b., c., g., h. (1), j., k., l. and n. under Coverage A Bodily Injury And Property Damage Liability (Section I Coverages) do not apply.

2. Additional Exclusions

This insurance does not apply to:

- a. "Bodily injury" or "property damage" for which the additional insured(s) are obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured(s) would have in the absence of the contract or agreement.
- b. "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

c. "Bodily injury" or "property damage" arising out of any act or omission of the additional insured(s) or any of their "employees", other than the general supervision by the additional insured(s) of your ongoing operations performed for the additional insured(s).

d. "Property damage" to:

- (1) Property owned, used or occupied by or rented to the additional insured(s);
- (2) Property in the care, custody, or control of the additional insured(s) or over which the additional insured(s) are for any purpose exercising physical control; or
- (3) Any work, including materials, parts or equipment furnished in connection with such work, which is performed for the additional insured(s) by you.

72LPE690418

COMMERCIAL GENERAL LIABILITY - DECLARATIONS

Sub-Agent's Code: _____

Trans. No.: _____

Named Insured and Address: (No., Street, Town or City, County, State, Zip)

Robin James Construction Inc
27701 James Rd
Laurel, DE 19956

POLICY PERIOD: Policy covers FROM 09/27/2003 TO 09/27/2004

12:01 A.M. Standard Time at the Named Insured's
Address stated above.

The named insured is:

☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture ☐ Other: _____Business of the named insured is: (ENTER BELOW)
contractor

Audit Period: Annual, unless otherwise stated. (ENTER BELOW)

LIMITS OF INSURANCE

GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCT-COMPLETED OPERATIONS)	\$ 2,000,000	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 1,000,000	
PERSONAL & ADVERTISING INJURY LIMIT	\$ 1,000,000	
EACH OCCURRENCE LIMIT	\$ 1,000,000	
FIRE DAMAGE LIMIT	\$ 50,000	ANY ONE FIRE
MEDICAL EXPENSE LIMIT	\$ 5,000	ANY ONE PERSON

COVERAGE

ADVANCE PREMIUM

COMMERCIAL GENERAL LIABILITY COVERAGE (SEE SCHEDULE FORM M-3776) \$ 18,661.00

OTHER COVERAGE (DESCRIBE) \$ _____

TOTAL ADVANCE PREMIUM \$ 18,661.00

Tax: \$ 375.22 Stamping Fee: \$ _____ Min Annual Earned Premium \$ 18,661.00

RETROACTIVE DATE (CG 00 02 - applicable to claims made coverage for
Coverage A of this insurance does not apply to "bodily injury" or "property

Retroactive Date: _____

(Enter Date or "None" if no Retroactive Date)

Location of All Premises You Own, Rent or Occupy:

27701 James Rd.
Laurel, DE 19956

IMPORTANT NOTICE
THIS POLICY IS SUBJECT TO A
GENERAL AGGREGATE LIMIT AS SHOWN
IN THE LIMITS OF INSURANCE SECTION
ABOVE

"This insurance contract is issued pursuant
to the Delaware Insurance Laws by an insurer

ENDORSEMENTS ATTACHED TO THIS POLICY: ~~neither issued by nor under the jurisdiction~~
~~of the Delaware Insurance Department.~~"

SEE M-4572 (12/94)

Countersigned at: Sea Girt, NJ

09/30/2003 JJ

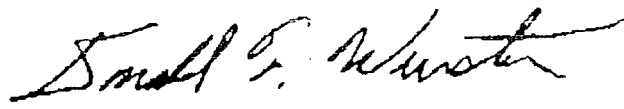
In Witness whereof, we have caused this policy to be executed and attested.

By

Authorized Representative



Secretary



President

SCHEDULE OF FORMS AND ENDORSEMENTS AT POLICY INCEPTION

POLICY # 72LPE690418
 INSURED Robin James Construction Inc
 EFFECTIVE 09/27/2003

M4600 (06/95)	Jacket
CG0001 (10/01)	CGU Coverage Form
CG0300 (01/96)	Deductible Endorsement
CG2139 (10/93)	Contractual Limitation
CG2143 (01/96)	Excl XCU-All Classes
CG2147 (07/98)	Excl Employment Rel. Practices
CG2234 (07/98)	Excl Const. Mgmt. E&O
CG2279 (07/98)	Excl Contractors Professional
FM2984a (05/89)	Service of Suit (Not Michigan)
IL0237 (07/02)	DE Changes - Termination Provisi
M3776a (11/87)	Schedule of Operations
M3792b (12/02)	Amendatory-Prop Dam Excl.
M3795 (03/87)	Punitive Damages Exclusion
M4084 (03/90)	Exclusion - Lead Paint
M4359b (04/02)	Total Pollution Exclusion Endors
M4685 (09/96)	Other Insurance Endorsement
M5058a (10/01)	Fungus Exclusion
M5059a (10/01)	Subsidence Exclusion
M5066 (10/01)	Prior Work Exclusion
M5073 (12/01)	Excl. War & Terrorism
M5075 (12/01)	Exclusion - Asbestos
M5076 (12/01)	Excl Damgs prior to Policy Per.
M5077 (12/01)	Limited Duty to Defend-Broad For
M5095 (08/02)	Contractor/Subcontractor Excl
M5097 (08/02)	Excl Exterior Insulation and Fin
M5131 (03/03)	Minimum Earned Premium

M5122

M-4572 (12/94)

COMMERCIAL GENERAL LIABILITY
CG 00 01 10 01**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES**COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY****1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste,

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;

- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a side-track agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a sub-contractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance, and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

- No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.
- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

1. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name, or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations, provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within one year of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;

- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while taking part in athletics.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

h. War

Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.

- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All costs taxed against the insured in the "suit".
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED**1. If you are designated in the Declarations as:**

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and

- (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

- 3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

- (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

- (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

- (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.

- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.

POLICY NUMBER: 72LPE690418

COMMERCIAL GENERAL LIABILITY
CG 03 00 01 96**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DEDUCTIBLE LIABILITY INSURANCE**

This endorsement modifies insurance provided under the following:
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Coverage	Amount and Basis of Deductible		
	PER CLAIM	or	PER OCCURRENCE
Bodily Injury Liability	\$ 500		\$
OR			
Property Damage Liability	\$ 500		\$
OR			
Bodily Injury Liability and/or Property Damage Liability Combined	\$		\$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage," however caused):

- A.** Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.
- B.** You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
- 1. PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a per claim

basis, that deductible applies as follows:

- a.** Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
- b.** Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
- c.** Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
 - (1)** "Bodily injury";
 - (2)** "Property damage"; or
 - (3)** "Bodily Injury" and "property damage" combined

as the result of any one "occurrence."

If damages are claimed for care, loss of services or death resulting at any time from "bodily injury," a separate deductible amount will be applied to each person making a claim for such damages. With respect to "property damage," person includes an organization.

2. **PER OCCURRENCE BASIS.** If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:

- a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
- b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
- c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
 - (1) "Bodily Injury";

(2) "Property damage"; or

(3) "Bodily Injury" and "property damage" combined

as the result of any one "occurrence," regardless of the number of persons or organizations who sustain damages because of that "occurrence."

- C. The terms of this insurance, including those with respect to:

1. Our right and duty to defend the insured against any "suits" seeking those damages; and
2. Your duties in the event of an "occurrence," claim, or "suit"

apply irrespective of the application of the deductible amount.

- D. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

COMMERCIAL GENERAL LIABILITY
CG 21 39 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY LIMITATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definition of "Insured contract" in the DEFINITIONS Section is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "Insured contract";
- b. A skidtrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement.

POLICY NUMBER: 72LPE690418

COMMERCIAL GENERAL LIABILITY
CG 21 43 01 96**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION- EXPLOSION, COLLAPSE AND
UNDERGROUND PROPERTY DAMAGE HAZARD
(SPECIFIED OPERATIONS EXCEPTED)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Location & Description Operations	SCHEDULE	Covered Hazard(s)
--------------------------------------	----------	-------------------

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. The following exclusion is added to paragraph 2., Exclusions in Section I - Coverages:

This insurance does not apply to "property damage" arising out of the "explosion hazard," the "collapse hazard" or the "underground property damage hazard."

This exclusion does not apply to:

- a. Operations performed for you by others;
- b. "Property damage" included within the "products completed operations hazard"; or
- c. Any operation described in the Schedule above, if any of these hazards is entered as a covered hazard.

B. The following definitions are added to the DEFINITIONS Section:

1. "Collapse hazard" includes "structural property damage" and any resulting "property damage" to any other property at any time.
2. "Explosion hazard" includes "property damage" arising out of a blasting or explosion. The "explosion hazard" does not include "property damage" arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.

3. "Structural property damage" means the collapse of or structural injury to any building or structure due to:

- a. Grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work; or
- b. Moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support of that building or structure.

4. "Underground property damage hazard" includes "underground property damage" and any resulting "property damage" to any other property at any time.

5. "Underground property damage" means "property damage" to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus used with them beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving.

**COMMERCIAL GENERAL LIABILITY
CG 21 47 07 98****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
EMPLOYMENT - RELATED PRACTICES EXCLUSION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**A. The following exclusion is added to Paragraph 2.,
Exclusions of Section I - Coverage A - Bodily Injury
And Property Damage Liability:**

This insurance does not apply to:

"Bodily Injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**B. The following exclusion is added to Paragraph 2.,
Exclusions of Section I - Coverage B - Personal
And Advertising Injury Liability:**

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**COMMERCIAL GENERAL LIABILITY
CG 22 34 07 98**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - CONSTRUCTION MANAGEMENT
ERRORS AND OMISSIONS**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2.,
**Exclusions of Section I - Coverage A - Bodily
Injury And Property Damage Liability** and Paragraph 2.,
**Exclusions of Section I - Coverage B -
Personal And Advertising Injury Liability:**

This insurance does not apply to "bodily injury", "property
damage" or "personal and advertising injury" arising out
of:

2. Inspection, supervision, quality control, architectural
or engineering activities done by or for you on a
project on which you serve as construction manager.

This exclusion does not apply to "bodily injury" or
"property damage" due to construction or demolition
work done by you, your "employees" or your
subcontractors.

1. The preparing, approving, or failure to prepare or
approve, maps, shop drawings, opinions, reports,
surveys, field orders, change orders or drawings and
specifications by any architect, engineer or surveyor
performing services on a project on which you serve
as construction manager; or

**COMMERCIAL GENERAL LIABILITY
CG 22 79 07 98**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - CONTRACTORS - PROFESSIONAL
LIABILITY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

1. This Insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
 - a. Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and
 - b. Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform.
2. Subject to Paragraph 3. below, professional services include:
 - a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - b. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
3. Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

NATIONAL FIRE & MARINE INSURANCE COMPANY
NOTICE OF SERVICE OF SUIT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In the event you feel that we have failed to pay a claim according to the terms of the policy, you may start suit against us. We will obey the order of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give the Court jurisdiction, and all such matters shall be determined according to the law and practice of the court.

In any suit brought against us concerning your policy, we will abide by the final decision of the Court, including any Appellate Court in the event of an appeal.

Service of Suit may be made upon Donald F. Wurster, President, National Fire & Marine Insurance Company, 3024 Harney Street, Omaha, Nebraska, 68131. He is authorized and directed to accept Service of Suit on our behalf and/or provide written notice that we will appear in Court if suit is instituted.

If required by your state statutes, we hereby designate the Commissioner of Insurance, or any other officer specified by the statute, or his successors in office, as our true and lawful attorney for Service of Suit instituted by you, or on your behalf, or on behalf of your beneficiary, in regard to your policy, and designate that such process should be mailed to Donald F. Wurster, President, at the Company Home Office address.

All other terms, conditions and agreements to the policy shall remain unchanged.

Company Name NATIONAL FIRE & MARINE INS. CO	Policy Number 72LPE690418
	Endorsement Effective 09/27/2003
Named Insured Robin James Construction Inc	Countersigned by Sea Girt, NJ

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

IL 02 37 07 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DELAWARE CHANGES TERMINATION PROVISIONS

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. With respect to the:

Farm Property-Farm Dwellings, Appurtenant Structures and Household Personal Property Coverage Form; and Commercial Property Coverage Part;

If the policy covers a building that contains no more than 4 dwelling units, one of which is the insured's principal place of residence, or covers the insured's household personal property in a residential building, the following applies:

1. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation along with the reasons for cancellation at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or**
- b. 30 days before the effective date of cancellation if we cancel for any other reason.**

After coverage has been in effect for more than 60 days or after the effective date of a renewal of this policy, no notice of cancellation will be issued by us unless it is based on at least one of the following reasons:

- (1) Nonpayment of premium;**
- (2) Discovery of fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;**
- (3) Discovery of willful or reckless acts or omissions on your part that increase any hazard insured against;**
- (4) The occurrence of a change in the risk that substantially increases any hazard insured against after insurance coverage has been issued or renewed;**
- (5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any covered property or its occupancy that substantially increases any hazard insured against;**
- (6) A determination by the Insurance Commissioner that the continuation of the policy would place us in violation of the Delaware insurance laws; or**
- (7) Real property taxes owing on the insured property have been delinquent for two or more years and continue delinquent at the time notice of cancellation is issued.**

2. The following Condition is added:

NONRENEWAL

a. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured, at least 30 days before the expiration date, or the anniversary date if this is a policy written for a term of more than one year or with no fixed expiration date.

b. Any notice of nonrenewal will include the reason(s) for nonrenewal and will be mailed or delivered to the first Named Insured at the last mailing address known to us.

c. If notice is mailed, proof of mailing will be sufficient proof of notice.

IL 02 37 07 02

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PAGE 1 OF 2

3. If Cancellation Changes CP 02 99 is attached to the Commercial Property Coverage Part, Paragraph E.2. of that form is replaced by the following:

2. Pay property taxes that are owing and have been outstanding for more than two years following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.

B. With respect to the:

CAPITAL ASSETS PROGRAM COVERAGE FORM (OUTPUT POLICY);
COMMERCIAL GENERAL LIABILITY COVERAGE FOR;
COMMERCIAL PROPERTY - LEGAL LIABILITY COVERAGE FOR;
COMMERCIAL PROPERTY - MORTGAGE HOLDER'S ERRORS AND OMISSIONS COVERAGE FORM;
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE FORM;
FARM LIABILITY COVERAGE FORM;
LIQUOR LIABILITY COVERAGE FORM;
POLLUTION LIABILITY COVERAGE FORM;
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM; and
PROFESSIONAL LIABILITY COVERAGE FORM

the following Condition is added and supersedes any other condition to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured, at least 60 days before the expiration date, or the anniversary date if this is a policy written for a term of more than one year or with no fixed expiration date.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us.
3. If notice of nonrenewal is mailed, it will be sent by certified mail.

COMMERCIAL GENERAL LIABILITY SCHEDULE

POLICY NO. 72LPE690418

SCHEDULE OF HAZARDS

CLASSIFICATION DESCRIPTION	CLASS CODE	PREMIUM BASIS*	FOR COMPANY USE ONLY	RATES		ADVANCE PREMIUM	
				PREMISES/ OPERATIONS	PRODUCTS	PREMISES/ OPERATIONS	PRODUCTS
executive supervisors or executive superintendents products completed operations subject to general aggregate.	91580	P) 45,000		144.47		\$ 6,501	\$
contractors subcontracted work in connection with construction reconstruction repair or erection of buildings.	91585	C) 500,000		10.11	14.210	5,055	7,105
A policy writing minimum premium of \$25% is fully earned if this policy is cancelled at the request of the Insured.				TOTAL ADVANCE PREMIUMS		\$ 11,556.00	\$ 7,105.00

* Premium Basis (a) Area (per 1,000 square feet) (p) Payroll (per \$1,000 of payroll)
(c) Total Cost (per \$1,000 of Total Cost) (s) Gross Sales (per \$1,000 of Gross Sales)
(m) Admissions (per 1,000 admissions) (u) Units (per each)

**AMENDATORY ENDORSEMENT
EXCLUSION OF PROPERTY DAMAGE**
(to property in the care, custody or control of the insured)

It is agreed that SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. (4) and j (5) are amended to read as follows:

This Insurance does not apply to:

j. Damage To Property

"Property damage" to:

- (4) Personal property in your care, custody or control or the care, custody or control of your "employees", "volunteer workers" or agents;
- (5) That particular part of real property on which you or your "employees", "volunteer workers" or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

All other terms, conditions and agreements of the policy shall remain unchanged.

Company Name NATIONAL FIRE & MARINE INS. CO	Policy Number 72LPE690418
Named Insured Robin James Construction Inc	Endorsement Effective 09/27/2003 Countersigned at Sea Girt, NJ by (Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

M-3792b (12/2002)

**PUNITIVE DAMAGE EXCLUSION
DUTY TO DEFEND AMENDMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under all coverage forms and is effective on the inception date of the policy or on the date shown below.

This insuring agreement is amended to provide that this insurance does not apply to any sums awarded as punitive damages.

The Company has the right and duty to defend any suit asking for damages covered by this policy. However, the Company has no duty to defend suits for bodily injury or property damage not covered by this policy. The Company has the right to defend any suit against the insured which seeks both punitive damages and damages covered in the insuring agreement. However, the Company has no duty to defend any suit seeking only punitive damages or where the remaining allegations of a complaint seek only punitive damages, and the Company shall have the right to settle that part or parts of a suit seeking damages other than punitive.

In the event of a conflict of interest between the insured and the Company due to allegations of punitive damage or due to other allegations not covered by the insuring agreement, the Company shall not be obligated to retain separate counsel to represent the interests of the insured with respect to defense of non-covered allegations, but the insured shall have the right to retain separate counsel at the insured's expense to serve as co-counsel. The Company shall not be required to relinquish control of the defense to such co-counsel so long as covered allegations remain in the suit.

All other terms, conditions and agreements to the policy shall remain unchanged.

Company Name NATIONAL FIRE & MARINE INS. CO	Policy Number 72LPE690418
	Endorsement Effective 09/27/2003
Named Insured Robin James Construction Inc	Countersigned at Sea Girt, NJ by

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy on the inception date of the policy or on the date shown below.

It is agreed that the policy is changed as follows:

EXCLUSION - LEAD PAINT

This Insurance does not apply to any liability for bodily injury, property damage, personal injury, sickness, disease, disability or shock including death to any time resulting from the actual or alleged exposure to any lead paint or caused or aggravated by the actual or alleged existence of lead paint in any building or product.

All other terms, conditions and agreements remain unchanged.

Company Name NATIONAL FIRE & MARINE INS. CO	Policy Number 72LPE690418 Endorsement Effective 09/27/2003
Named Insured Robin James Construction Inc	Countersigned at Sea Girt, NJ by (Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement forms a part of the policy to which it is attached, effective at the inception date of the policy.

The following sections of CG 00 01(7/98) are deleted:

- SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, f. Pollution.;
- SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions, a. (10) and b.; and
- SECTION V - DEFINITIONS, 15.

and the following sections of CG 00 01(10/01) are deleted:

- SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, f. Pollution.;
- SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions, m. and n.; and
- SECTION V - DEFINITIONS, 15.

Those sections are replaced by the following:

This insurance does not apply to:

- (1) "Bodily Injury", "Property Damage", or "Personal and advertising Injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "Pollutants" at any time; or
- (2) "Bodily Injury", "Property Damage", or "Personal and advertising Injury" which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "Pollutants" at any time; or
- (3) any damages, loss, reduction in property value, cost or expense (including but not limited to costs of investigation or attorneys' fees) arising out of any request, demand or order that you or any insured or indemnitee, the Company or any other person or organization test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "Pollutants"; or
- (4) any damages, loss, reduction in property value, cost or expense (including but not limited to costs of investigation or attorneys' fees) incurred by or on behalf of any governmental authority or any other person or organization to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "Pollutants"; or
- (5) to any obligation or liability incurred by, or imposed upon, any insured or indemnitee, whether under an "Insured contract" or otherwise, to investigate, defend, or settle, or pay any indemnification or contribution in connection with, any claim or "Suit" against any governmental authority or any other person or organization arising out of, or which would not have occurred but for, the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "Pollutants"; or
- (6) to any claim or "Suit" against any insured or indemnitee arising out of any federal, state or local law or regulation intended either to provide for the testing for, or the monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing of "Pollutants" or to allocate the damages, loss, cost or expense of any such actions.

This exclusion applies:

- (1) to all coverages provided under this policy, including but not limited to the commercial general liability coverage, products-completed operations hazard liability coverage and any coverages which may be endorsed to this policy after the date of this endorsement; and
- (2) regardless of whether any insured or any other person or organization intended to, threatened to or actually did discharge, disperse or release, or allow the seepage, migration or escape of, "Pollutants", and
- (3) even if such "Pollutants" have a function in or are integral to your business, operations, premises, site, or location.

"Pollutants" means any solid, liquid, gaseous, thermal or sonic irritant or contaminant or toxic substance, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum products, heat, cold, noise or "Waste Material". "Waste Material" includes but is not limited to any materials or substances which are intended to be or have been recycled, reconditioned or reclaimed. The term "Pollutants" in this Endorsement is broadened to include, but is not limited to, irritants, contaminants or toxic substances which are "Your Product" or which arise out of or are used in connection with "Your Product" or "Your Work", your premises, site or location, or your operations.

All other terms and conditions of this policy remain unchanged.

Company Name NATIONAL FIRE & MARINE INS. CO	Policy Number 72LPE690418
	Endorsement Effective 09/27/2003
Named Insured Robin James Construction Inc	Countersigned by Sea Girt, NJ

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

OTHER INSURANCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION IV - Commercial General Liability Conditions - 4. Other Insurance is replaced with the following:

If other valid and collectible insurance is available to the insured for a loss we cover under Coverage A or B of this Coverage Part, our obligations are limited as follows:

This insurance is excess over any other insurance whether the other insurance is stated to be primary, pro rata, contributory, excess, contingent, or on any other basis; unless the other insurance is issued to the Named Insured shown in the Declarations of this Coverage Part and is written explicitly to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

When this insurance is excess, we will have no duty under Coverage A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we will undertake to do so, but the insured's rights against all those other insurers who have a duty to defend the insured are transferred to us. The insured must do nothing to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

All other terms, conditions and agreements remain unchanged.

Company Name NATIONAL FIRE & MARINE INS. CO	Policy Number 72LPE690418
	Endorsement Effective 09/27/2003
Named Insured Robin James Construction Inc	Countersigned at Sea Girt, NJ by

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

FUNGUS EXCLUSION

In consideration of the premium charged, it is understood and agreed that this policy does not apply to any:

- 1) "Bodily Injury", "property damage" or "personal and advertising injury" arising out of, resulting from, caused or contributed to, directly or indirectly by:
 - a) Any "fungus" or "spore";
 - b) Any substance, vapor or gas produced by or arising out of any "fungus" or "spore". This includes, but is not limited to, any metabolite such as mycotoxin or a volatile organic compound; or
 - c) Any material, product, building component, building or structure that contains, harbors, nurtures or acts as a medium for any "fungus" or "spore" to the extent that it results in, causes or contributes concurrently or in any sequence to such injury or damage described in a) or b) above;
- 2) Costs of testing for, monitoring, abatement, mitigation, removal, remediation or disposal of any of the items described in 1) above;
- 3) Other cause or event to the extent that it contributed concurrently or in any sequence to such injury, damage or costs described in items 1) or 2) above;
- 4) Supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with items 1), 2) or 3) above; and
- 5) Obligation to share damages with or repay someone else who must pay damages because of such injury or damage.

This exclusion does not apply to "bodily injury" as the result of the ingestion of goods intended for human consumption.

For the purpose of this endorsement, the following definitions are added:

"Fungus" includes, but is not limited to, any form or type of mold, mushroom or mildew.

"Spore" means any reproductive body produced by or arising out of any "fungus".

All other terms, conditions and agreements remain unchanged.

Company Name NATIONAL FIRE & MARINE INS. CO	Policy Number 72LPE690418
	Endorsement Effective 09/27/2003
Named Insured Robin James Construction Inc	Countersigned at Sea Girt, NJ by

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

SUBSIDENCE EXCLUSION

In consideration of the premium charged, it is understood and agreed that this policy does not apply to any "bodily injury", "property damage" or "personal and advertising injury" arising out of, resulting from, caused, aggravated or contributed to, directly or indirectly by the subsidence, settling, sinking, slipping, falling away, caving in, shifting, eroding, mud flow, rising, tilting, or any other movement of land or earth.

All other terms, conditions and agreements remain unchanged.

Company Name	Policy Number 72LPE690418
NATIONAL FIRE & MARINE INS. CO	Endorsement Effective
	09/27/2003
Named Insured	Countersigned at
Robin James Construction Inc	Sea Girt, NJ
	by

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

PRIOR WORK EXCLUSION

In consideration of the premium charged, it is understood and agreed that this policy does not apply to any "bodily injury", "property damage" or "personal and advertising injury" arising out of, resulting from, caused or contributed to, directly or indirectly by any work by or on behalf of any "insured" or any "insured's" subcontractor(s), performed more than one calendar year prior to the date this policy incepts.

All other terms, conditions and agreements remain unchanged.

Company Name NATIONAL FIRE & MARINE INS. CO	Policy Number 72LPE690418
	Endorsement Effective 09/27/2003
Named Insured Robin James Construction Inc	Countersigned at Sea Girt, NJ by

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - WAR & TERRORISM

Notwithstanding any other provision of this Policy, this Insurance does not apply to any damages because of "bodily injury", "property damage", "personal and advertising injury" or any other loss or damage directly or indirectly arising out of, caused by, or resulting from "war" or any "act of terrorism or counter-terrorism" or any threat or hoax of an "act of terrorism or counter-terrorism". Such "bodily injury", "property damage", "personal and advertising injury" or other loss or damage is excluded regardless of (i) whether any other cause or event contributed to such "bodily injury", "property damage", "personal and advertising injury" or other loss or damage in any way or at any time, or (ii) whether such "bodily injury", "property damage", "personal and advertising injury" or other loss or damage is accidental or intentional.

"War" includes undeclared or civil war, or any act or condition incident to war; warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or insurrection, rebellion, revolution, or usurped power, or action taken by governmental authority in hindering or defending against any of these. "War" includes any act that would be included as an "act of terrorism or counter-terrorism" but for the fact that such act was perpetrated by an official, employee or agent of a government, sovereign or other authority acting for or on behalf of such government, sovereign or other authority.

"Act of terrorism or counter-terrorism" includes any of the following:

- 1) any act, violent or nonviolent, or the threat of any act, or the preparation for any act that is intended to, or appears to be intended to:
 - (a) Intimidate, frighten or coerce a civilian population; or
 - (b) Disrupt any segment of an economy; or
 - (c) Disrupt any public service; or
 - (d) Influence the policy or affect the conduct of a government by force, violence, intimidation, coercion, destruction, assassination, kidnapping, disease, trespass or hostage-taking; or
 - (e) Advance a political, religious or ideological cause through force, violence, intimidation, coercion, destruction, assassination, kidnapping, disease, trespass or hostage-taking; or
 - (f) Retaliate against a government or governmental policy; or
- 2) sabotage, use or threatened use of bombs, incendiary devices, explosives, knives, guns or weapons of any type; or
- 3) nuclear detonation, reaction, radiation or radioactive contamination; or
- 4) hijacking or commandeering of any airplane, vehicle or other mode of transportation or otherwise seizing or interfering with public transport; or
- 5) homicide, kidnapping, hostage-taking or extortion; or
- 6) intentional release of or exposure to biological, chemical or germ agents or disease, or intentional contamination or infection of any food source or supply, water source or supply, air supply or atmosphere; or
- 7) computer trespass, interference with computer networks or systems, or tampering with or interfering with a mail or data or voice communication system; or
- 8) damaging, interfering with, interrupting, or destroying any energy source or supply, or any conduit of any energy source or supply; or
- 9) any act authorized by a governmental authority for the purpose of preventing, terminating, countering or responding to any action listed in items (1) through (8), or for the purpose of preventing or minimizing the consequences of such action; or
- 10) any act that would be included as "War" but for the fact that such act was perpetrated by someone other than an official, employee or agent of a government, sovereign or other authority acting for or on behalf of such government, sovereign or other authority.

In any proceeding seeking coverage under this Policy, the person seeking coverage shall have the burden of proving that the claim or "suit" is not excluded under this Endorsement.

All other terms, conditions and agreements of the policy remain unchanged.

Company Name	Policy Number 72LPE690418
NATIONAL FIRE & MARINE INS. CO	Endorsement Effective 09/27/2003
Named Insured	Countersigned at
Robin James Construction Inc	Sea Girt, NJ
	by

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

Please read this endorsement carefully.

This endorsement limits the coverage provided by this policy.

EXCLUSION - ASBESTOS

It is agreed that this policy does not apply to:

- 1) "bodily injury", "property damage", "potential bodily injury" or "personal and advertising injury" arising in whole or in part, directly or indirectly, out of asbestos in any form, including:
 - a) Inhaling, ingesting or physical exposure to asbestos or goods, products or structures containing asbestos; or
 - b) The use of asbestos in constructing, manufacturing or installing any good, product, or structure, or any component part of any good, product or structure; or
 - c) The removal of asbestos from any good, product, or structure; or
 - d) The manufacture, sale, transportation, storage or disposal of asbestos or goods, products or structures containing asbestos; or
- 2) any claim or suit arising out of or related to any asbestos-related disease, including asbestosis, mesothelioma, emphysema, pneumoconiosis, pulmonary fibrosis, pleuritis, endothelioma, or any lung disease or any other ailment caused by, contributed to or aggravated by inhalation, consumption, exposure to or absorption of asbestos in any form.

For the purposes of this endorsement only, "potential bodily injury" means any alleged emotional or mental distress, risk of future disease, fear of contracting any disease, and costs of medical monitoring for any disease arising from or related to exposure to asbestos.

It is further agreed that we shall not have any duty to defend any "suit" against any insured alleging any actual or threatened injury or damage which arises out of or would not have occurred but for asbestos.

This exclusion applies regardless of whether any other cause or event contributed or is alleged to have contributed to any alleged "bodily injury", "potential bodily injury", "property damage" or "personal injury and advertising injury" in any way or at any time.

M-5076 (12/2001)

Please read this endorsement carefully. This endorsement limits the coverage provided by this policy.

**EXCLUSION OF DAMAGES COMMENCING PRIOR
TO POLICY PERIOD
BROAD FORM EXCLUSION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to any "property damage" or "bodily injury" caused by an "occurrence", if any such "property damage" or any such "bodily injury" "commences" in whole or in part prior to the first day of the policy period of this Policy. This exclusion applies even if the "property damage" or "bodily injury" continues, is alleged to continue, or is deemed to continue during the policy period of this Policy.

All exposure to a certain condition or related conditions and all damages involving or arising out of the same product, category of products, completed operation, job site, act or event, regardless of the frequency or repetition of those conditions or damages or the number of claimants shall be considered a single "occurrence".

For the purposes of this Endorsement only, "commences" shall mean: (i) first occurs, is alleged to first occur or is deemed to first occur; or (ii) incepts, is alleged to incept or is deemed to incept; or (iii) first manifests, is alleged to have first manifested, or is deemed to have first manifested. "Commences" is the earliest point in time of (i), (ii) or (iii).

This insurance does not apply to any "personal and advertising injury" caused by an offense, if that offense was first committed or alleged to have been committed prior to the first day of the policy period of this Policy. This exclusion applies even if the offense resulting or alleged to have resulted in "personal and advertising injury" continues, is alleged to continue, or is deemed to continue during the policy period of this policy.

Repeated instances of the same or similar conduct or acts, regardless of the frequency or repetition thereof, shall be considered a single offense.

This insurance does not apply to a claim or "suit" unless an insured has notified us of that claim or "suit". Notification of a claim or "suit" by a person who is not an insured shall not be considered notification for the purposes of this Policy.

If any insured requests an insurance company, including us, to defend, pay or indemnify any amount or otherwise respond to any claim or "suit" under any insurance policy incepting prior to the first day of the policy period of this Policy, this Policy shall not apply to damages sought in that claim or "suit". The previous sentence does not apply to the request for defense, payment or indemnification of any claim or "suit" to any insurance carrier with regard to a policy which is specifically written to be excess of this Policy.

M-5077 (12/2001)

Please read this endorsement carefully. This endorsement limits the coverage provided by this policy.

**ELECTION OF INSURANCE CARRIER FOR DEFENSE
LIMITED DUTY TO DEFEND
BROAD FORM LIMITATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

If any Insured believes that more than one insurance company may have the duty to defend a "suit" for which coverage is provided under this Policy, that Insured must elect in writing either to request us to defend the insured or to request one or more other insurance companies to defend the insured with regard to that "suit".

We have the option, but not the duty, to defend any "suit" if any insured has requested another insurance company or companies to defend the "suit" in whole or in part, regardless of whether such request has been accepted or accepted under a reservation of rights. We may request the Insured to warrant that it has not requested and will not request another insurance company to defend the "suit" in whole or in part as a condition precedent to our defending the "suit".

If we are providing a defense for any Insured to any "suit", including a defense under reservation of rights, and that Insured or any other Insured requests the defense of such "suit" in whole or in part by any other insurance carrier, regardless of whether such insurance carrier agrees to provide a defense or agrees to provide a defense under reservation of rights, then our duty to defend ends and we shall have the right, but not the obligation, to withdraw from any further participation in the defense of that "suit".

We shall not have the duty to defend any indemnitee of any insured if we do not have a duty to defend the insured asking us to defend the indemnitee.

With respect to SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, we shall not pay any attorney's fees, other legal expenses or costs incurred by any insured or indemnitee in connection with a "suit" if we have no duty to defend that insured or indemnitee in that "suit". We shall not pay any pre-judgment interest or post-judgment interest with respect to any "suit" if we do not have a duty to defend that "suit".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDEPENDENT CONTRACTORS AND SUB-CONTRACTORS

COVERAGE REQUIREMENT . EXCLUSION

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This Insurance does not apply to "bodily injury", "property damage", or "personal or advertising injury" arising out of operations performed for you by independent contractors or sub-contractors unless:

- (1) Such independent contractors or sub-contractors agree in writing to defend, indemnify, and hold harmless you and your affiliates, subsidiaries, directors, officers, employees, agents, and their representatives from and against all claims, damages, losses, and expenses attributable to, resulting from, or arising out of the independent contractor's or sub-contractor's operations performed for you, caused in whole or in part by any act or omission of the independent contractor or sub-contractor or any one directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by you; and
- (2) Such independent contractors or sub-contractors carry insurance with coverage and limits of liability equal to or greater than those carried by you, including commercial general liability, workers' compensation and employers' liability insurance; and
- (3) Such commercial general liability insurance provides coverage for the independent contractors' or subcontractors' indemnity obligations set forth in paragraph (1) above; and
- (4) Such commercial general liability insurance names you as an additional insured with coverage consistent with the coverage provided in the ISO CG 2009 endorsement.

All other terms, conditions and agreements remain unchanged.

Company Name	Policy Number 72LPE690418
NATIONAL FIRE & MARINE INS. CO	Endorsement Effective 09/27/2003
Named Insured	Countersigned at
Robin James Construction Inc	by Sea Girt, NJ

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEMS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the following, whether performed by you or by any person who is alleged to be your agent, employee or indemnitee or subcontractor:

1. The design, manufacture, construction, fabrication, preparation, installation, application, maintenance, use, sale, service, or repair, including remodeling, correction, replacement or service, of any exterior insulation and finish system (commonly referred to as synthetic stucco or EIFS) or any direct-applied exterior finish system (commonly referred to as DEFS) or any part or portion thereof, or any substantially similar system or any part or portion thereof, including the application or use of conditioners, primers, accessories, flashings, coating, caulking, or sealants in connection with such a system; or
2. Any design, manufacture, construction, fabrication, preparation, installation, application, maintenance, use, sale, service, or repair, including remodeling, correction, replacement or service, of any exterior component, fixture or feature on any structure if any exterior insulation and finish system, direct-applied exterior finish system or substantially similar system is used on any part of that structure.

All other terms, conditions and agreements remain unchanged.

Company Name	Policy Number 72LPE690418
NATIONAL FIRE & MARINE INS. CO	Endorsement Effective 09/27/2003
Named Insured	Countersigned at
Robin James Construction Inc	By Sea Girt, NJ

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

ANNUAL MINIMUM PREMIUM AND MINIMUM EARNED PREMIUM**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

It is agreed that the policy is changed as follows:

Annual Minimum Premium

Annual Minimum Premium means the minimum premium earned at the end of the policy period. This policy may be subject to final audit, but under no circumstances will the audited earned premium be less than the Annual Minimum Premium shown or less than the pro rata of the Annual Minimum Premium if the audit period is less than one year.

The Annual Minimum Premium for this policy is \$ 18,661

Minimum Earned Premium Upon Cancellation

If the Insured elects to cancel this Policy at any time, for any reason, or the Company elects to cancel this Policy because of the Insured's failure to pay any premium when due, then the Company is entitled to the greatest of:

- 1) A Minimum Earned Premium of 25 % of the total advance premium; or
- 2) The advance premium, adjusted on a pro rata basis; or
- 3) The audited earned premium.

If the Company elects to cancel this Policy for any reason other than the Insured's failure to pay any premium when due, then the Company is entitled to the greater of:

- 1) The Annual Minimum Premium, adjusted on a pro rata basis; or
- 2) The audited earned premium.

All other terms, conditions and agreements remain unchanged.

Company Name NATIONAL FIRE & MARINE INS. CO	Policy Number 72LPE690418
	Endorsement Effective 09/27/2003
Named Insured Robin James Construction Inc	Countersigned at By Sea Girt, NJ

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

EXHIBIT D

NATIONAL FIRE & MARINE INSURANCE COMPANY

3024 Harney Street · Omaha, NE 68131

Telephone (402) 536-3000

REPORT OF AUDIT

Insured: ROBIN JAMES CONSTRUCTION INC
 27701 JAMES RD
 LAUREL, DE 19956

Policy No.: 72LPE690418
 Effective: 09/27/2003
 Expiration: 09/27/2004
 Cancellation:
 Audit No.: 1

Agent: N29290, Quaker Agency, Inc., Manasquan, NJ

	Premium Base	Rate		Prem/ Oper	Products	Total
91580 Contractors - executive supervisors or executive superintendents	\$67,022 Payroll	\$144.47		\$9,683		\$9,683
91585 Contractors - subcontracted work - in connection with construction, construction, repair or erecti	\$7,501,481 Cost of Work	\$10.11	\$14.21	\$75,840	\$106,596	\$182,436
49950 Additional Insured - CG2009	0 Flat charge			\$250		\$250

Advanced Premium: \$18,661

Audit Indicated Premium: \$192,369

Interim Premiums
 Previously Billed: \$250

Additional Due: \$173,458

TOTAL: \$18,911

Return Due:

EXHIBIT E

A STOCK COMPANY

COMMERCIAL GENERAL LIABILITY POLICY

Report all Accidents or Claims to:

1-800-356-5750

24 Hour

Toll Free

THESE POLICY PROVISIONS WITH THE APPLICATION, DECLARATIONS PAGE, COVERAGE FORM
AND ENDORSEMENTS, IF ANY, COMPLETE THIS POLICY. THIS POLICY IS A LEGAL
CONTRACT BETWEEN THE POLICY OWNER AND THE COMPANY.

READ YOUR POLICY CAREFULLY

COMMON POLICY CONDITIONS

All Coverages included in this policy are subject to the following conditions:

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 10 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date at 12:01 a.m. unless another time is stated on the cancellation notice.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the condition we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

E. PREMIUMS

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**(Broad Form)****1. The insurance does not apply:****A. Under any Liability Coverage, to "bodily injury" or "property damage":**

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.**C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material," if:**

(1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom.

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured"; or

(3) The "bodily injury" or "property damage" arises out of the furnishings by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material," "Special nuclear material" or "by-product material";

"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel," or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

Endorsement No.: 1

Trans. No.:

GENERAL CHANGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement changes the policy on the inception date of the policy or on the date shown below.

It is agreed that the policy is changed as follows:

In consideration of the return premium, determined at audit, it is hereby understood and agreed the policy is cancelled effective 11/30/04.

Additional Premium \$

Return Premium \$

All other terms, conditions and agreements remain unchanged.

Company Name NATIONAL FIRE & MARINE INS. CO.	Policy Number 72LPE698115
Named Insured James, Robin T. Construction Inc.	Endorsement Effective 11/30/2004 9 '04
	Countersigned at by Sea Girt, NJ (Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

M-2904 (11/80)

GENERAL CHANGE ENDORSEMENT**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement changes the policy on the inception date of the policy or on the date shown below.

It is agreed that the policy is changed as follows:

In consideration of a return premium of \$ 172,369 , Endorsement # 1 is hereby declared null and void.

Additional Premium: _____

Return Premium: \$172,369

All other terms, conditions and agreements remain unchanged.

Company Name	Policy Number
NATIONAL FIRE & MARINE INSURANCE COMPANY	72LPE698115
Named Insured	Endorsement Effective
Robin James Construction, Inc.	9/27/04 12:01 AM
	Countersigned at
	By

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

M-2904 (11/80)

Endorsement Number: 2

1/26/2005

M-2904 (11/80)

GENERAL CHANGE ENDORSEMENT**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement changes the policy on the inception date of the policy or on the date shown below.

It is agreed that the policy is changed as follows:

The Schedule Of Hazards, Form M-3776a (11/87) is amended to change the following classifications:

SCHEDULE OF HAZARDS

CLASS CODE	CLASSIFICATION DESCRIPTION	PREMIUM BASIS	
		OLD	NEW
91580	Contractors – executive supervisors or executive	p 45000	p 67022
91585	Contractors – subcontracted work – in connection with	c 500000	c 7501481

CLASS CODE	RATES				ADVANCE PREMIUM				ADDITIONAL/ RETURN PREMIUM
	PREMISES/OPERATIONS		PRODUCTS		PREMISES/OPERATIONS		PRODUCTS		
	OLD	NEW	OLD	NEW	OLD	NEW	OLD	NEW	
91580	144.47	144.47			8,864	9,683			2,819
91585	10.11	10.11	14.21	14.21	5,418	75,840	7,468	106,596	169,550

Pro-Rate Factor: 1.000Additional Premium: \$172,369Return Premium:

All other terms, conditions and agreements remain unchanged.

Company Name	Policy Number
NATIONAL FIRE & MARINE INSURANCE COMPANY	72LPE698115
Named Insured	Endorsement Effective
Robin James Construction Inc.	9/27/04 12:01 AM
	Countersigned at
	By
	(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

M-2904 (11/80)

Endorsement Number: 1

MMC 10/19/2004

72LPE690418
RENEWAL OF NUMBER

NATIONAL FIRE & MARINE INSURANCE COMPANY

OMAHA, NEBRASKA

72LPE698115

COMMERCIAL GENERAL LIABILITY - DECLARATIONS

Sub-Agent's Code: _____

Trans. No.: _____

Named Insured and Address: (No., Street, Town or City, County, State, Zip)

James, Robin T. Construction Inc.

27701 James Rd.

Laurel, DE 19956

POLICY PERIOD: Policy covers FROM 09/27/2004 TO 09/27/2005

12:01 A.M. Standard Time at the Named Insured's
Address stated above.

The named insured is:

☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture ☐ Other: _____Business of the named insured is: (ENTER BELOW)
contractor

Audit Period: Annual, unless otherwise stated. (ENTER BELOW)

LIMITS OF INSURANCE

GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCT-COMPLETED OPERATIONS)	\$ 2,000,000	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 1,000,000	
PERSONAL & ADVERTISING INJURY LIMIT	\$ 1,000,000	
EACH OCCURRENCE LIMIT	\$ 1,000,000	
FIRE DAMAGE LIMIT	\$ 50,000	ANY ONE FIRE
MEDICAL EXPENSE LIMIT	\$ 5,000	ANY ONE PERSON

COVERAGE

ADVANCE PREMIUM

COMMERCIAL GENERAL LIABILITY COVERAGE (SEE SCHEDULE FORM M-3776) \$ 20,000.00

OTHER COVERAGE (DESCRIBE) \$ _____

TOTAL ADVANCE PREMIUM \$ 20,000.00

Tax: \$ 402.50 Stamping Fee: \$ _____ Min Annual Earned Premium \$ 20,000

RETROACTIVE DATE (CG 00 02 - applicable to claims made coverage for
Coverage A of this insurance does not apply to "bodily injury" or "propertyRetroactive Date: _____
(Enter Date or "None" if no Retroactive Date)

Location of All Premises You Own, Rent or Occupy:

27701 James Road
Laurel, DE 19956

IMPORTANT NOTICE
THIS POLICY IS SUBJECT TO A
GENERAL AGGREGATE LIMIT AS SHOWN
IN THE LIMITS OF INSURANCE SECTION
ABOVE

ENDORSEMENTS ATTACHED TO THIS POLICY:

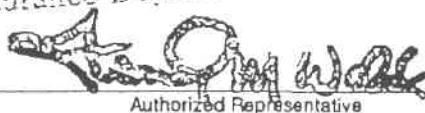
SEE M-4572 (12/94)

"This insurance contract is issued pursuant
to the Delaware Insurance Laws by an insurer
neither licensed by nor under the jurisdiction
of the Delaware Insurance Department."

Countersigned at: Sea Girt, NJ

09/27/2004 KH

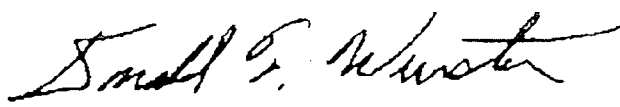
By


Authorized Representative

In Witness whereof, we have caused this policy to be executed and attested

3024 HARNEY SEP 30 '04


Secretary


President

COMMERCIAL GENERAL LIABILITY SCHEDULE

POLICY NO. 72LPE698115

SCHEDULE OF HAZARDS

CLASSIFICATION DESCRIPTION	CLASS CODE	PREMIUM BASIS*	FOR COMPANY USE ONLY	RATES		ADVANCE PREMIUM	
				PREMISES/ OPERATIONS	PRODUCTS	PREMISES/ OPERATIONS	PRODUCTS
executive supervisors or executive superintendents products/completed operations are subject to the general aggregate	91580	P) 45,000		\$ 144.47	\$	\$ 6864	\$
contractors subcontracted work in connection with construction reconstruction repair or erection of buildings additional insured	91585	C) 500,000		10.11	14.210	5418	7468
						250	
TOTAL ADVANCE PREMIUMS						\$ 12532	\$ 7468

A policy writing minimum premium of \$35% is fully earned if this policy is cancelled at the request of the insured.

* Premium Basis (a) Area (per 1,000 square feet) (b) Payroll (per \$1,000 of payroll) (c) Total Cost (per \$1,000 of Total Cost) (d) Gross Sales (per \$1,000 of Gross Sales) (e) Admissions (per 1,000 admissions) (f) Units (per each)

POLICY NUMBER: 72LPE698115

COMMERCIAL GENERAL LIABILITY
CG 03 00 01 96**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DEDUCTIBLE LIABILITY INSURANCE**

This endorsement modifies insurance provided under the following:
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Coverage	Amount and Basis of Deductible	
	PER CLAIM	or PER OCCURRENCE
Bodily Injury Liability	\$ 1,000	\$
OR		
Property Damage Liability	\$ 1,000	\$
OR		
Bodily Injury Liability and/or Property Damage Liability Combined	\$	\$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage," however caused):

- A. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.
- B. You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
1. **PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a per claim

basis, that deductible applies as follows:

- a. Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
- b. Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
- c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence."

If damages are claimed for care, loss of services or death resulting at any time from "bodily injury," a separate deductible amount will be applied to each person making a claim for such damages. With respect to "property damage," person includes an organization.

2. **PER OCCURRENCE BASIS.** If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:

- a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
- b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
- c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
 - (1) "Bodily injury";

(2) "Property damage"; or

(3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence," regardless of the number of persons or organizations who sustain damages because of that "occurrence."

C. The terms of this insurance, including those with respect to:

1. Our right and duty to defend the insured against any "suits" seeking those damages; and
2. Your duties in the event of an "occurrence," claim, or "suit"

apply irrespective of the application of the deductible amount.

D. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - WAR & TERRORISM

Notwithstanding any other provision of this Policy, this insurance does not apply to any damages because of "bodily injury", "property damage", "personal and advertising injury" or any other loss or damage directly or indirectly arising out of, caused by, or resulting from "war" or any "act of terrorism or counter-terrorism" or any threat or hoax of an "act of terrorism or counter-terrorism". Such "bodily injury", "property damage", "personal and advertising injury" or other loss or damage is excluded regardless of (i) whether any other cause or event contributed to such "bodily injury", "property damage", "personal and advertising injury" or other loss or damage in any way or at any time, or (ii) whether such "bodily injury", "property damage", "personal and advertising injury" or other loss or damage is accidental or intentional.

"War" includes undeclared or civil war, or any act or condition incident to war; warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or insurrection, rebellion, revolution, or usurped power, or action taken by governmental authority in hindering or defending against any of these. "War" includes any act that would be included as an "act of terrorism or counter-terrorism" but for the fact that such act was perpetrated by an official, employee or agent of a government, sovereign or other authority acting for or on behalf of such government, sovereign or other authority.

"Act of terrorism or counter-terrorism" includes any of the following:

- 1) any act, violent or nonviolent, or the threat of any act, or the preparation for any act that is intended to, or appears to be intended to:
 - (a) Intimidate, frighten or coerce a civilian population; or
 - (b) Disrupt any segment of an economy; or
 - (c) Disrupt any public service; or
 - (d) Influence the policy or affect the conduct of a government by force, violence, intimidation, coercion, destruction, assassination, kidnapping, disease, trespass or hostage-taking; or
 - (e) Advance a political, religious or ideological cause through force, violence, intimidation, coercion, destruction, assassination, kidnapping, disease, trespass or hostage-taking; or
 - (f) Retaliate against a government or governmental policy; or
- 2) sabotage, use or threatened use of bombs, incendiary devices, explosives, knives, guns or weapons of any type; or
- 3) nuclear detonation, reaction, radiation or radioactive contamination; or
- 4) hijacking or commandeering of any airplane, vehicle or other mode of transportation or otherwise seizing or interfering with public transport; or
- 5) homicide, kidnapping, hostage-taking or extortion; or
- 6) intentional release of or exposure to biological, chemical or germ agents or disease, or intentional contamination or infection of any food source or supply, water source or supply, air supply or atmosphere; or
- 7) computer trespass, interference with computer networks or systems, or tampering with or interfering with a mail or data or voice communication system; or
- 8) damaging, interfering with, interrupting, or destroying any energy source or supply, or any conduit of any energy source or supply; or
- 9) any act authorized by a governmental authority for the purpose of preventing, terminating, countering or responding to any action listed in items (1) through (8), or for the purpose of preventing or minimizing the consequences of such action; or
- 10) any act that would be included as "War" but for the fact that such act was perpetrated by someone other than an official, employee or agent of a government, sovereign or other authority acting for or on behalf of such government, sovereign or other authority.

In any proceeding seeking coverage under this Policy, the person seeking coverage shall have the burden of proving that the claim or "suit" is not excluded under this Endorsement.

All other terms, conditions and agreements of the policy remain unchanged.

Company Name NATIONAL FIRE & MARINE INS. CO.	Policy Number 72LPE698115
	Endorsement Effective 09/27/2004
Named Insured James, Robin T. Construction Inc.	Countersigned at Sea Girt, NJ
	by (Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

COMMERCIAL GENERAL LIABILITY
CG 21 39 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY LIMITATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definition of "insured contract" in the DEFINITIONS Section is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement.

COMMERCIAL GENERAL LIABILITY
CG 21 47 07 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
EMPLOYMENT - RELATED PRACTICES EXCLUSION

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

This Insurance does not apply to:

"Bodily Injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the Insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising Injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

M-5058a (10/2001)

FUNGUS EXCLUSION

In consideration of the premium charged, it is understood and agreed that this policy does not apply to any:

- 1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of, resulting from, caused or contributed to, directly or indirectly by:
 - a) Any "fungus" or "spore";
 - b) Any substance, vapor or gas produced by or arising out of any "fungus" or "spore". This includes, but is not limited to, any metabolite such as mycotoxin or a volatile organic compound; or
 - c) Any material, product, building component, building or structure that contains, harbors, nurtures or acts as a medium for any "fungus" or "spore" to the extent that it results in, causes or contributes concurrently or in any sequence to such injury or damage described in a) or b) above;
- 2) Costs of testing for, monitoring, abatement, mitigation, removal, remediation or disposal of any of the items described in 1) above;
- 3) Other cause or event to the extent that it contributed concurrently or in any sequence to such injury, damage or costs described in items 1) or 2) above;
- 4) Supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with items 1), 2) or 3) above; and
- 5) Obligation to share damages with or repay someone else who must pay damages because of such injury or damage.

This exclusion does not apply to "bodily injury" as the result of the ingestion of goods intended for human consumption.

For the purpose of this endorsement, the following definitions are added:

"Fungus" includes, but is not limited to, any form or type of mold, mushroom or mildew.

"Spore" means any reproductive body produced by or arising out of any "fungus".

All other terms, conditions and agreements remain unchanged.

Company Name NATIONAL FIRE & MARINE INS. CO.	Policy Number 72LPE698115
	Endorsement Effective 09/27/2004
Named Insured James, Robin T. Construction Inc.	Countersigned at Sea Girt, NJ
	by (Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

Please read this endorsement carefully. This endorsement limits the coverage provided by this policy.

**EXCLUSION OF DAMAGES COMMENCING PRIOR
TO POLICY PERIOD
BROAD FORM EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This Insurance does not apply to any "property damage" or "bodily injury" caused by an "occurrence", if any such "property damage" or any such "bodily injury" "commences" in whole or in part prior to the first day of the policy period of this Policy. This exclusion applies even if the "property damage" or "bodily injury" continues, is alleged to continue, or is deemed to continue during the policy period of this Policy.

All exposure to a certain condition or related conditions and all damages involving or arising out of the same product, category of products, completed operation, job site, act or event, regardless of the frequency or repetition of those conditions or damages or the number of claimants shall be considered a single "occurrence".

For the purposes of this Endorsement only, "commences" shall mean: (i) first occurs, is alleged to first occur or is deemed to first occur; or (ii) incepts, is alleged to incept or is deemed to incept; or (iii) first manifests, is alleged to have first manifested, or is deemed to have first manifested. "Commences" is the earliest point in time of (i), (ii) or (iii).

This Insurance does not apply to any "personal and advertising injury" caused by an offense, if that offense was first committed or alleged to have been committed prior to the first day of the policy period of this Policy. This exclusion applies even if the offense resulting or alleged to have resulted in "personal and advertising injury" continues, is alleged to continue, or is deemed to continue during the policy period of this policy.

Repeated instances of the same or similar conduct or acts, regardless of the frequency or repetition thereof, shall be considered a single offense.

This Insurance does not apply to a claim or "suit" unless an Insured has notified us of that claim or "suit". Notification of a claim or "suit" by a person who is not an insured shall not be considered notification for the purposes of this Policy.

If any Insured requests an insurance company, including us, to defend, pay or indemnify any amount or otherwise respond to any claim or "suit" under any insurance policy incepting prior to the first day of the policy period of this Policy, this Policy shall not apply to damages sought in that claim or "suit". The previous sentence does not apply to the request for defense, payment or indemnification of any claim or "suit" to any insurance carrier with regard to a policy which is specifically written to be excess of this Policy.

M-5077 (12/2001)

Please read this endorsement carefully. This endorsement limits the coverage provided by this policy.

**ELECTION OF INSURANCE CARRIER FOR DEFENSE
LIMITED DUTY TO DEFEND
BROAD FORM LIMITATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

If any Insured believes that more than one insurance company may have the duty to defend a "suit" for which coverage is provided under this Policy, that insured must elect in writing either to request us to defend the insured or to request one or more other insurance companies to defend the insured with regard to that "suit".

We have the option, but not the duty, to defend any "suit" if any insured has requested another insurance company or companies to defend the "suit" in whole or in part, regardless of whether such request has been accepted or accepted under a reservation of rights. We may request the Insured to warrant that it has not requested and will not request another insurance company to defend the "suit" in whole or in part as a condition precedent to our defending the "suit".

If we are providing a defense for any insured to any "suit", including a defense under reservation of rights, and that insured or any other insured requests the defense of such "suit" in whole or in part by any other insurance carrier, regardless of whether such insurance carrier agrees to provide a defense or agrees to provide a defense under reservation of rights, then our duty to defend ends and we shall have the right, but not the obligation, to withdraw from any further participation in the defense of that "suit".

We shall not have the duty to defend any indemnitee of any insured if we do not have a duty to defend the insured asking us to defend the indemnitee.

With respect to SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, we shall not pay any attorney's fees, other legal expenses or costs incurred by any insured or indemnitee in connection with a "suit" if we have no duty to defend that insured or indemnitee in that "suit". We shall not pay any pre-judgment interest or post-judgment interest with respect to any "suit" if we do not have a duty to defend that "suit".

M-5077 (12/2001)

Please read this endorsement carefully.

This endorsement limits the coverage provided by this policy.

EXCLUSION - ASBESTOS

It is agreed that this policy does not apply to:

- 1) "bodily injury", "property damage", "potential bodily injury" or "personal and advertising injury" arising in whole or in part, directly or indirectly, out of asbestos in any form, including:
 - a) Inhaling, ingesting or physical exposure to asbestos or goods, products or structures containing asbestos; or
 - b) The use of asbestos in constructing, manufacturing or installing any good, product, or structure, or any component part of any good, product or structure; or
 - c) The removal of asbestos from any good, product, or structure; or
 - d) The manufacture, sale, transportation, storage or disposal of asbestos or goods, products or structures containing asbestos; or
- 2) any claim or suit arising out of or related to any asbestos-related disease, including asbestosis, mesothelioma, emphysema, pneumoconiosis, pulmonary fibrosis, pleuritis, endothelioma, or any lung disease or any other ailment caused by, contributed to or aggravated by inhalation, consumption, exposure to or absorption of asbestos in any form.

For the purposes of this endorsement only, "potential bodily injury" means any alleged emotional or mental distress, risk of future disease, fear of contracting any disease, and costs of medical monitoring for any disease arising from or related to exposure to asbestos.

It is further agreed that we shall not have any duty to defend any "suit" against any Insured alleging any actual or threatened injury or damage which arises out of or would not have occurred but for asbestos.

This exclusion applies regardless of whether any other cause or event contributed or is alleged to have contributed to any alleged "bodily injury", "potential bodily injury", "property damage" or "personal injury and advertising injury" in any way or at any time.

AMENDATORY ENDORSEMENT
EXCLUSION OF PROPERTY DAMAGE
(to property in the care, custody or control of the insured)

It is agreed that SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. (4) and j (5) are amended to read as follows:

This insurance does not apply to:

j. Damage To Property

"Property damage" to:

- (4) Personal property in your care, custody or control or the care, custody or control of your "employees", "volunteer workers" or agents;
- (5) That particular part of real property on which you or your "employees", "volunteer workers" or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

All other terms, conditions and agreements of the policy shall remain unchanged.

Company Name NATIONAL FIRE & MARINE INS. CO.	Policy Number 72LPE698115
	Endorsement Effective 09/27/2004
Named Insured James, Robin T. Construction Inc.	Countersigned at Sea Girt, NJ
	by

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

**PUNITIVE DAMAGE EXCLUSION
DUTY TO DEFEND AMENDMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under all coverage forms and is effective on the inception date of the policy or on the date shown below.

This Insuring agreement is amended to provide that this insurance does not apply to any sums awarded as punitive damages.

The Company has the right and duty to defend any suit asking for damages covered by this policy. However, the Company has no duty to defend suits for bodily injury or property damage not covered by this policy. The Company has the right to defend any suit against the insured which seeks both punitive damages and damages covered in the Insuring agreement. However, the Company has no duty to defend any suit seeking only punitive damages or where the remaining allegations of a complaint seek only punitive damages, and the Company shall have the right to settle that part or parts of a suit seeking damages other than punitive.

In the event of a conflict of interest between the insured and the Company due to allegations of punitive damage or due to other allegations not covered by the insuring agreement, the Company shall not be obligated to retain separate counsel to represent the interests of the insured with respect to defense of non-covered allegations, but the insured shall have the right to retain separate counsel at the insured's expense to serve as co-counsel. The Company shall not be required to relinquish control of the defense to such co-counsel so long as covered allegations remain in the suit.

All other terms, conditions and agreements to the policy shall remain unchanged.

Company Name NATIONAL FIRE & MARINE INS. CO.	Policy Number 72LPE698115
	Endorsement Effective 09/27/2004
Named Insured James, Robin T. Construction Inc.	Countersigned at Sea Girt, NJ by

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy on the inception date of the policy or on the date shown below.

It is agreed that the policy is changed as follows:

EXCLUSION - LEAD PAINT

This Insurance does not apply to any liability for bodily injury, property damage, personal injury, sickness, disease, disability or shock including death to any time resulting from the actual or alleged exposure to any lead paint or caused or aggravated by the actual or alleged existence of lead paint in any building or product.

All other terms, conditions and agreements remain unchanged.

Company Name NATIONAL FIRE & MARINE INS. CO.	Policy Number 72LPE698115
	Endorsement Effective 09/27/2004
Named Insured James, Robin T. Construction Inc.	Countersigned at Sea Girt, NJ by

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

M-4359b (4/2002)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement forms a part of the policy to which it is attached, effective at the inception date of the policy.

The following sections of CG 00 01 (7/98) are deleted:

- SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, f. Pollution;
- SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions, a. (10) and b.; and
- SECTION V - DEFINITIONS, 15.

and the following sections of CG 00 01 (10/01) are deleted:

- SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, f. Pollution;
- SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions, m. and n.; and
- SECTION V - DEFINITIONS, 15.

Those sections are replaced by the following:

This Insurance does not apply to:

- (1) "Bodily Injury", "Property Damage", or "Personal and advertising Injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "Pollutants" at any time; or
- (2) "Bodily Injury", "Property Damage", or "Personal and advertising Injury" which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "Pollutants" at any time; or
- (3) any damages, loss, reduction in property value, cost or expense (including but not limited to costs of investigation or attorneys' fees) arising out of any request, demand or order that you or any insured or indemnitee, the Company or any other person or organization test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "Pollutants"; or
- (4) any damages, loss, reduction in property value, cost or expense (including but not limited to costs of investigation or attorneys' fees) incurred by or on behalf of any governmental authority or any other person or organization to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "Pollutants"; or
- (5) to any obligation or liability incurred by, or imposed upon, any insured or indemnitee, whether under an "Insured contract" or otherwise, to investigate, defend, or settle, or pay any indemnification or contribution in connection with, any claim or "Suit" against any governmental authority or any other person or organization arising out of, or which would not have occurred but for, the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "Pollutants"; or
- (6) to any claim or "Suit" against any insured or indemnitee arising out of any federal, state or local law or regulation intended either to provide for the testing for, or the monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing of "Pollutants" or to allocate the damages, loss, cost or expense of any such actions.

This exclusion applies:

- (1) to all coverages provided under this policy, including but not limited to the commercial general liability coverage, products-completed operations hazard liability coverage and any coverages which may be endorsed to this policy after the date of this endorsement; and
- (2) regardless of whether any insured or any other person or organization intended to, threatened to or actually did discharge, disperse or release, or allow the seepage, migration or escape of, "Pollutants", and
- (3) even if such "Pollutants" have a function in or are integral to your business, operations, premises, site, or location.

"Pollutants" means any solid, liquid, gaseous, thermal or sonic irritant or contaminant or toxic substance, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum products, heat, cold, noise or "Waste Material". "Waste Material" includes but is not limited to any materials or substances which are intended to be or have been recycled, reconditioned or reclaimed. The term "Pollutants" in this Endorsement is broadened to include, but is not limited to, irritants, contaminants or toxic substances which are "Your Product" or which arise out of or are used in connection with "Your Product" or "Your Work", your premises, site or location, or your operations.

All other terms and conditions of this policy remain unchanged.

Company Name NATIONAL FIRE & MARINE INS. CO.	Policy Number 72LPE698115
	Endorsement Effective 09/27/2004
Named Insured James, Robin T. Construction Inc.	Countersigned by Sea Girt, NJ

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

M-4685a (8/2003)

OTHER INSURANCE ENDORSEMENT

COMMERCIAL GENERAL LIABILITY COVERAGE FORM SECTION IV - Commercial General Liability Conditions

- 4. Other Insurance is replaced with the following:

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

- a. This insurance is excess over any other insurance whether the other insurance is stated to be primary, prorata, contributory, excess, contingent, or on any other basis; unless the other insurance is issued to the Named Insured shown in the Declarations of this Coverage Part and is written explicitly to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.
- b. When this insurance is excess, we will have no duty under Coverage A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we will undertake to do so, but the insured's rights against all those other insurers who have a duty to defend the insured are transferred to us. The insured must do nothing to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- c. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (2) The total of all deductible and self-insured amounts under all that other insurance.

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM COVERAGE FOR OPERATIONS OF DESIGNATED CONTRACTOR SECTION IV - Conditions 8. Other Insurance and PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM SECTION IV - Products/Completed Operations Liability Conditions - 4. Other Insurance are replaced with the following:

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

- a. This insurance is excess over any other insurance whether the other insurance is stated to be primary, prorata, contributory, excess, contingent, or on any other basis; unless the other insurance is issued to the Named Insured shown in the Declarations of this Coverage Part and is written explicitly to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.
- b. When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we will undertake to do so, but the insured's rights against all those other insurers who have a duty to defend the insured are transferred to us. The insured must do nothing to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- c. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (2) The total of all deductible and self-insured amounts under all that other insurance.

Company Name NATIONAL FIRE & MARINE INS. CO.	Policy Number 72LPE698115 Endorsement Effective Sea Girt, NJ
Named Insured James, Robin T. Construction Inc.	Countersigned by 09/27/2004

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

POLICY PERIOD MINIMUM PREMIUM AND MINIMUM EARNED PREMIUM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is agreed that the policy is changed as follows:

Policy Period Minimum Premium

Policy Period Minimum Premium means the minimum premium earned at the end of the original Policy Period shown in the Declarations. This policy may be subject to final audit, but under no circumstances will the audited earned premium be less than the Policy Period Minimum Premium shown or less than the pro rata of the Policy Period Minimum Premium if the policy is cancelled prior to the end of the Policy Period shown in the Declarations.

The Policy Period Minimum Premium for this policy is \$ 20,000.

Minimum Earned Premium Upon Cancellation

If the Insured elects to cancel this Policy at any time, for any reason, or the Company elects to cancel this Policy because of the Insured's failure to pay any premium when due, then the Company is entitled to the greatest of:

- 1) A Minimum Earned Premium of \$ 7,000 ; or
- 2) The Total Advance Premium including endorsements, adjusted on a pro rata basis; or
- 3) The audited earned premium.

If the Company elects to cancel this Policy for any reason other than the Insured's failure to pay any premium when due, then the Company is entitled to the greater of:

- 1) The Policy Period Minimum Premium, adjusted on a pro rata basis; or
- 2) The audited earned premium.

All other terms, conditions and agreements remain unchanged.

Company Name NATIONAL FIRE & MARINE INS. CO.	Policy Number 72LPE698115
	Endorsement Effective 09/27/2004
Named Insured James, Robin T. Construction Inc.	Countersigned at By Sea Girt, NJ

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

COMMERCIAL GENERAL LIABILITY
CG 00 01 10 01**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES**COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY****1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;

- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a side-track agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a sub-contractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance, and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

COVERAGE C MEDICAL PAYMENTS**1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations; provided that:
 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while taking part in athletics.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

h. War

Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.

- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All costs taxed against the insured in the "suit".
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

- f. The indemnitee:

- (1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

- (2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED**1. If you are designated in the Declarations as:**

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company; and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

3. "Bodily injury" means: bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above, or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.**22. "Your work":****a. Means:**

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.

M-5149 (10/2003)

Please read this endorsement carefully.

This Endorsement limits the coverage provided by this policy

EXCLUSION - SILICA

It is agreed that this policy does not apply to:

- 1) "bodily injury", "property damage", "potential bodily injury" or "personal and advertising injury" arising in whole or in part, directly or indirectly, out of "silica", including, but not limited to:
 - a) Inhaling, ingesting or physical exposure to "silica" directly or through any goods, products, structures, real estate or land containing "silica"; or
 - b) The use or presence of "silica" in any process or operation of any type, including but not limited to construction, manufacturing, sandblasting, cleaning, drilling, farming or mining; or
 - c) The use or presence of "silica" in any good, product, structure, real estate or land, or any component part of any good, product, structure, real estate or land; or
 - d) The manufacture, sale, transportation, handling, storage or disposal of "silica" or any goods, products, structures, real estate or land containing "silica"; or
- 2) any claim or suit arising out of or related to any disease actually or allegedly caused by, contributed to or aggravated by "silica", including but not limited to silicosis, chronic silicosis, accelerated silicosis, acute silicosis, conglomerate silicosis, any auto-immune disorder, tuberculosis, silicoproteinosis, cancer, scleroderma, emphysema, pneumoconiosis, pulmonary fibrosis, progressive massive fibrosis, any lung disease or any other ailment actually or allegedly caused by, contributed to or aggravated by "silica"; or
- 3) any costs of medical or other testing, monitoring or diagnosis arising from or related to any actual, alleged, threatened or feared "bodily injury", "property damage", "potential bodily injury" or "personal and advertising injury" arising in whole or in part, directly or indirectly, out of "silica"; or
- 4) any costs of investigations, feasibility studies, cleaning, removal or remediation of the actual or alleged presence of "silica" in or on any goods, products, structures, real estate or land.

"Silica" means silica in any form and any of its derivatives, including but not limited to silica dust, silicon dioxide (SiO₂), crystalline silica, quartz, or non-crystalline (amorphous) silica.

For the purposes of this endorsement only, "potential bodily injury" includes but is not limited to any alleged emotional or mental distress, risk of future disease, fear of contracting any disease, and all costs of medical monitoring for any disease arising from or related to exposure to "silica".

It is further agreed that we shall not have any duty to defend any "suit" against any insured alleging any actual, threatened or feared injury or damage arising from, related to or which would not have occurred but for "silica".

This exclusion applies regardless of whether any other cause or event contributed or is alleged to have contributed to any actual or alleged "bodily injury", "potential bodily injury", "property damage" or "personal injury and advertising injury" in any way or at any time.

All other terms, conditions and agreements remain unchanged.

Company Name NATIONAL FIRE & MARINE INS. CO.	Policy Number 72LPE698115 Endorsement Effective 09/27/2004
Name Insured James, Robin T. Construction Inc.	Countersigned at Sea Girt, NJ By

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

M-5149 (10/2003)

IL 02 37 07 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DELAWARE CHANGES TERMINATION PROVISIONS

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. With respect to the:

Farm Property-Farm Dwellings, Appurtenant Structures and Household Personal Property Coverage Form; and Commercial Property Coverage Part;

if the policy covers a building that contains no more than 4 dwelling units, one of which is the insured's principal place of residence, or covers the insured's household personal property in a residential building, the following applies:

1. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation along with the reasons for cancellation at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 30 days before the effective date of cancellation if we cancel for any other reason.

After coverage has been in effect for more than 60 days or after the effective date of a renewal of this policy, no notice of cancellation will be issued by us unless it is based on at least one of the following reasons:

- (1) Nonpayment of premium;
- (2) Discovery of fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
- (3) Discovery of willful or reckless acts or omissions on your part that increase any hazard insured against;
- (4) The occurrence of a change in the risk that substantially increases any hazard insured against after insurance coverage has been issued or renewed;
- (5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any covered property or its occupancy that substantially increases any hazard insured against;
- (6) A determination by the Insurance Commissioner that the continuation of the policy would place us in violation of the Delaware insurance laws; or
- (7) Real property taxes owing on the insured property have been delinquent for two or more years and continue delinquent at the time notice of cancellation is issued.

2. The following Condition is added:

NONRENEWAL

- a. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured, at least 30 days before the expiration date, or the anniversary date if this is a policy written for a term of more than one year or with no fixed expiration date.
- b. Any notice of nonrenewal will include the reason(s) for nonrenewal and will be mailed or delivered to the first Named Insured at the last mailing address known to us.
- c. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. If Cancellation Changes CP 02 99 is attached to the Commercial Property Coverage Part, Paragraph E.2. of that form is replaced by the following:
2. Pay property taxes that are owing and have been outstanding for more than two years following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.

B. With respect to the:

CAPITAL ASSETS PROGRAM COVERAGE FORM (OUTPUT POLICY);
COMMERCIAL GENERAL LIABILITY COVERAGE FOR;
COMMERCIAL PROPERTY - LEGAL LIABILITY COVERAGE FOR;
COMMERCIAL PROPERTY - MORTGAGE HOLDER'S ERRORS AND OMISSIONS COVERAGE FORM;
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE FORM;
FARM LIABILITY COVERAGE FORM;
LIQUOR LIABILITY COVERAGE FORM;
POLLUTION LIABILITY COVERAGE FORM;
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM; and
PROFESSIONAL LIABILITY COVERAGE FORM

the following Condition is added and supersedes any other condition to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured, at least 60 days before the expiration date, or the anniversary date if this is a policy written for a term of more than one year or with no fixed expiration date.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us.
3. If notice of nonrenewal is mailed, it will be sent by certified mail.

Policy Number: 72LPE698115

COMMERCIAL GENERAL LIABILITY

CG 20 09 03 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION (FOR USE WHEN CONTRACTUAL
LIABILITY COVERAGE IS NOT PROVIDED TO YOU IN
THIS POLICY)**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**SCHEDULE**

Name Of Person Or Organization (Additional Insured): Diversified Financial Services PO Box 31639 St. Louis, MO 63131		Location Of Covered Operations Only Insured locations at which named Insured performs work or operations under contract to the Additional Insured	
Bodily Injury And Property Damage Liability	Premium Cost Basis	Rates (Per \$1000 Of Cost)	Advance Premium
Subject to applicable policy aggregate and per occurrence limit of insurance	Not Applicable	Not Applicable	\$ Non Refundable fee per our schedule
Total Advance Premium			\$ 250.00

(If no entry appears above, Information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Who Is An Insured (Section II) is amended to include as an Insured the person or organization (called "additional insured") shown in the Schedule but only with respect to liability arising out of:

1. Your ongoing operations performed for the additional insured(s) at the location designated above; or
2. Acts or omissions of the additional insured(s) in connection with their general supervision of such operations.

B. With respect to the Insurance afforded these additional insureds, the following additional provisions apply:

1. Exclusions b., c., g., h.(1), j., k., l. and n. under Coverage A Bodily Injury And Property Damage Liability (Section I Coverages) do not apply.

2. Additional Exclusions

This insurance does not apply to:

- a. "Bodily Injury" or "property damage" for which the additional insured(s) are obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured(s) would have in the absence of the contract or agreement.
- b. "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- c. "Bodily injury" or "property damage" arising out of any act or omission of the additional insured(s) or any of their "employees", other than the general supervision by the additional insured(s) of your ongoing operations performed for the additional insured(s).
- d. "Property damage" to:
- (1) Property owned, used or occupied by or rented to the additional insured(s);
 - (2) Property in the care, custody, or control of the additional insured(s) or over which the additional insured(s) are for any purpose exercising physical control; or
 - (3) Any work, including materials, parts or equipment furnished in connection with such work, which is performed for the additional insured(s) by you.

POLICY NUMBER: 72LPE698115

COMMERCIAL GENERAL LIABILITY
CG 21 43 01 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION- EXPLOSION, COLLAPSE AND UNDERGROUND PROPERTY DAMAGE HAZARD (SPECIFIED OPERATIONS EXCEPTED)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Location & Description
Operations

SCHEDULE

Covered Hazard(s)

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. The following exclusion is added to paragraph 2., Exclusions in Section I - Coverages:

This insurance does not apply to "property damage" arising out of the "explosion hazard," the "collapse hazard" or the "underground property damage hazard."

This exclusion does not apply to:

- a. Operations performed for you by others;
- b. "Property damage" included within the "products completed operations hazard"; or
- c. Any operation described in the Schedule above, if any of these hazards is entered as a covered hazard.

B. The following definitions are added to the DEFINITIONS Section:

1. "Collapse hazard" includes "structural property damage" and any resulting "property damage" to any other property at any time.
2. "Explosion hazard" includes "property damage" arising out of a blasting or explosion. The "explosion hazard" does not include "property damage" arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.

3. "Structural property damage" means the collapse of or structural injury to any building or structure due to:

- a. Grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work; or
- b. Moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support of that building or structure.

4. "Underground property damage hazard" includes "underground property damage" and any resulting "property damage" to any other property at any time.

5. "Underground property damage" means "property damage" to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus used with them beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving.

NATIONAL FIRE & MARINE INSURANCE COMPANY

NOTICE OF SERVICE OF SUIT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In the event you feel that we have failed to pay a claim according to the terms of the policy, you may start suit against us. We will obey the order of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give the Court jurisdiction, and all such matters shall be determined according to the law and practice of the court.

In any suit brought against us concerning your policy, we will abide by the final decision of the Court, including any Appellate Court in the event of an appeal.

Service of Suit may be made upon Donald F. Wurster, President, National Fire & Marine Insurance Company, 3024 Harney Street, Omaha, Nebraska, 68131. He is authorized and directed to accept Service of Suit on our behalf and/or provide written notice that we will appear in Court if suit is instituted.

If required by your state statutes, we hereby designate the Commissioner of Insurance, or any other officer specified by the statute, or his successors in office, as our true and lawful attorney for Service of Suit instituted by you, or on your behalf, or on behalf of your beneficiary, in regard to your policy, and designate that such process should be mailed to Donald F. Wurster, President, at the Company Home Office address.

All other terms, conditions and agreements to the policy shall remain unchanged.

Company Name	Policy Number
NATIONAL FIRE & MARINE INS. CO.	72LPE698115
	Endorsement Effective
	09/27/2004
Named Insured	Countersigned by
James, Robin T. Construction Inc.	Sea Girt, NJ

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

PRIOR WORK EXCLUSION

In consideration of the premium charged, it is understood and agreed that this policy does not apply to any "bodily injury", "property damage" or "personal and advertising injury" arising out of, resulting from, caused or contributed to, directly or indirectly by any work by or on behalf of any "Insured" or any "insured's" subcontractor(s), performed more than one calendar year prior to the date this policy incepts.

All other terms, conditions and agreements remain unchanged.

Company Name NATIONAL FIRE & MARINE INS. CO.	Policy Number 72LPE698115 Endorsement Effective 09/27/2004
Named Insured James, Robin T. Construction Inc.	Countersigned at Sea Girt, NJ by

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

**COMMERCIAL GENERAL LIABILITY
CG 22 34 07 98**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - CONSTRUCTION MANAGEMENT
ERRORS AND OMISSIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2.,
**Exclusions of Section I - Coverage A - Bodily
Injury And Property Damage Liability** and Paragraph 2.,
**Exclusions of Section I - Coverage B -
Personal And Advertising Injury Liability:**

This Insurance does not apply to "bodily injury", "property
damage" or "personal and advertising injury" arising out
of:

2. Inspection, supervision, quality control, architectural
or engineering activities done by or for you on a
project on which you serve as construction manager.

This exclusion does not apply to "bodily injury" or
"property damage" due to construction or demolition
work done by you, your "employees" or your
subcontractors.

1. The preparing, approving, or failure to prepare or
approve, maps, shop drawings, opinions, reports,
surveys, field orders, change orders or drawings and
specifications by any architect, engineer or surveyor
performing services on a project on which you serve
as construction manager; or

COMMERCIAL GENERAL LIABILITY
CG 22 79 07 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - CONTRACTORS - PROFESSIONAL
LIABILITY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
 - a. Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and
 - b. Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform.

2. Subject to Paragraph 3. below, professional services include:

- a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - b. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
3. Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDEPENDENT CONTRACTORS AND SUB-CONTRACTORS

COVERAGE REQUIREMENT EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to "bodily injury", "property damage", or "personal or advertising injury" arising out of operations performed for you by Independent contractors or sub-contractors unless:

- (1) Such Independent contractors or sub-contractors agree in writing to defend, indemnify, and hold harmless you and your affiliates, subsidiaries, directors, officers, employees, agents, and their representatives from and against all claims, damages, losses, and expenses attributable to, resulting from, or arising out of the independent contractor's or sub-contractor's operations performed for you, caused in whole or in part by any act or omission of the independent contractor or sub-contractor or any one directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by you; and
- (2) Such Independent contractors or sub-contractors carry insurance with coverage and limits of liability equal to or greater than those carried by you, including commercial general liability, workers' compensation and employers' liability insurance; and
- (3) Such commercial general liability insurance provides coverage for the independent contractors' or subcontractors' indemnity obligations set forth in paragraph (1) above; and
- (4) Such commercial general liability insurance names you as an additional insured with coverage consistent with the coverage provided in the ISO CG 2009 endorsement.

All other terms, conditions and agreements remain unchanged.

Company Name NATIONAL FIRE & MARINE INS. CO.	Policy Number 72LPE698115 Endorsement Effective 09/27/2004
Named Insured James, Robin T. Construction Inc.	Countersigned at by Sea Girt, NJ

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

SUBSIDENCE EXCLUSION

In consideration of the premium charged, it is understood and agreed that this policy does not apply to any "bodily injury", "property damage" or "personal and advertising injury" arising out of, resulting from, caused, aggravated or contributed to, directly or indirectly by the subsidence, settling, sinking, slipping, falling away, caving in, shifting, eroding, mud flow, rising, tilting, or any other movement of land or earth.

All other terms, conditions and agreements remain unchanged.

Company Name NATIONAL FIRE & MARINE INS. CO.	Policy Number 72LPE698115 Endorsement Effective 09/27/2004
Named Insured James, Robin T. Construction Inc.	Countersigned at by Sea Girt, NJ (Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEMS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the following, whether performed by you or by any person who is alleged to be your agent, employee or indemnitee or subcontractor:

1. The design, manufacture, construction, fabrication, preparation, installation, application, maintenance, use, sale, service, or repair, including remodeling, correction, replacement or service, of any exterior insulation and finish system (commonly referred to as synthetic stucco or EIFS) or any direct-applied exterior finish system (commonly referred to as DEFS) or any part or portion thereof, or any substantially similar system or any part or portion thereof, including the application or use of conditioners, primers, accessories, flashings, coating, caulking, or sealants in connection with such a system; or
2. Any design, manufacture, construction, fabrication, preparation, installation, application, maintenance, use, sale, service, or repair, including remodeling, correction, replacement or service, of any exterior component, fixture or feature on any structure if any exterior insulation and finish system, direct-applied exterior finish system or substantially similar system is used on any part of that structure.

All other terms, conditions and agreements remain unchanged.

Company Name	Policy Number 72LPE698115
NATIONAL FIRE & MARINE INS. CO.	Endorsement Effective 09/27/2004
Named insured	Countersigned at
James, Robin T. Construction Inc.	By Sea Girt, NJ

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

SCHEDULE OF FORMS AND ENDORSEMENTS AT POLICY INCEPTION

POLICY # 72LPE698115

INSURED James, Robin T. Construction Inc.

EFFECTIVE 09/27/2004

CG0300 (01/96)	Deductible Endorsement
M5073 (12/01)	Excl. War & Terrorism
CG0001 (10/01)	CGL Coverage Form
CG2139 (10/93)	Contractual Limitation
CG2147 (07/98)	Excl Employment Rel. Practices
M5058a (10/01)	Fungus Exclusion
M5076 (12/01)	Excl Damgs prior to Policy Per.
M5077 (12/01)	Limited Duty to Defend-Broad For
M5075 (12/01)	Exclusion - Asbestos
M3776a (11/87)	Schedule of Operations
M3792b (12/02)	Amendatory-Prop Dam Excl.
M3795 (03/87)	Punitive Damages Exclusion
M4084 (03/90)	Exclusion - Lead Paint
M4359b (04/02)	Total Pollution Exclusion Endors
M5141a (08/03)	Policy Jacket
M4685a (06/03)	Other Insurance Endorsement
M5131a (03/04)	Minimum premium and Earned Premi
M5149 (10/03)	Exclusion - Silica
IL0237 (07/02)	DE Changes - Termination Provisi
CG2009 (03/97)	Add. Insd-Ownr, Lessees, Contr.
CG2143 (01/96)	Excl XCU-All Classes
FM2984a (05/89)	Service of Suit (Not Michigan)
M5066 (10/01)	Prior Work Exclusion
CG2234 (07/98)	Excl Const. Mgmt. E&O
CG2279 (07/98)	Excl Contractors Professional
M5095 (08/02)	Contractor/Subcontractor Excl
M5059a (10/01)	Subsidence Exclusion
M5097 (08/02)	Excl Exterior Insulation and Fin

M5122

M-4572 (12/94)

Sep 24 04 07:29p Robin T. James

302-875-8022

P. 1

Sent By: INSURANCE MARKET;

302 875 7541;

Sep-24-04 12:08PM;

Page 2/2

9/22/2004 1:11 PM From: Quaker Special Risk Quaker Special Risk

FD: 1 (302) 8757541

PAGE: 004

OFFICIAL

**ADDENDUM TO APPLICATION
 POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM
 INSURANCE COVERAGE**

NATIONAL FIRE & MARINE ("Insurer") hereby notifies you that under the Terrorism Risk Insurance Act of 2002 (the "Act"), effective November 26, 2002, you now have a right to purchase insurance coverage for losses arising out of certified acts of terrorism as defined in the Act. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury to be an act of terrorism, to be a violent act or an act that is dangerous to human life, property, or infrastructure, to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been motivated by an individual or individuals acting on behalf of any foreign person or foreign interest as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT IF YOU ELECT TO PURCHASE COVERAGE FOR LOSSES CAUSED BY AN ACT OF TERRORISM, LOSSES PAID UNDER THAT COVERAGE WILL BE PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES PAYS 90% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THIS ADDITIONAL PREMIUM CHARGED FOR THIS COVERAGE IS STATED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE

UNDER FEDERAL LAW, IF THE POLICY YOU HAVE APPLIED FOR IS APPROVED YOU HAVE THE RIGHT TO ACCEPT OR REJECT COVERAGE FOR AN ACT OF TERRORISM, SUBJECT TO THE POLICY'S OTHER TERMS, CONDITIONS, EXCLUSIONS, AND LIMITS. THE PREMIUM FOR THIS COVERAGE WILL BE IN ADDITION TO THE INSURER'S PREMIUM CHARGES IF THE INSURER'S TERRORISM EXCLUSION WERE INCLUDED.

Please Select One of the Options Below:

<input type="checkbox"/>	I hereby elect to purchase coverage for an act of terrorism (or an additional annual premium of \$1,000.00 + \$30.00 per \$1,000,000 of coverage). I understand that if my application for coverage is approved, my policy will be issued without the insurance company's standard terrorism exclusion, but such coverage would be subject to all of the other Policy terms, conditions, exclusions, and limits (including an exclusion for acts of terrorism not certified by the Secretary of Treasury).
<input checked="" type="checkbox"/>	I hereby elect to reject coverage for an act of terrorism. I understand that I will have no coverage for losses arising from an act of terrorism and agree that the insurer's standard Terrorism Exclusion will be part of any Policy if my application for insurance is approved.

Applicant's Signature

Print Name of Applicant and Date

President
 Print Corporate Title of Policy Applicant
 is a Corporation

EXHIBIT F

**FOR ORDINARY MAIL
CANCELLATION NOTICE**Return one copy to the Company without delay and
Complete Certificate of Mailing Below

- ☐ NATIONAL INDEMNITY COMPANY
☐ NATIONAL INDEMNITY COMPANY OF THE SOUTH
☐ NATIONAL INDEMNITY COMPANY OF MID-AMERICA
☒ NATIONAL FIRE & MARINE INSURANCE COMPANY
☐ NATIONAL LIABILITY & FIRE INSURANCE COMPANY
☐ COLUMBIA INSURANCE COMPANY
☐ WESCO-FINANCIAL INSURANCE COMPANY

**FOR REGISTERED MAIL
CANCELLATION NOTICE**Return one copy to the Company without delay and
Attach both tissue paper Registered Mail Receipt
and Registered Letter Receipt Card

Date Mailed 11/17/04

M-1011h(12/2001)

3024 HARNEY STREET, OMAHA, NEBRASKA 68131

NOTICE OF CANCELLATION

KIND OF POLICY: General Liability - BA

POLICY NO. 72LPE698115	ISSUED THROUGH AGENCY OR OFFICE AT: Sea Girt, NJ	IS CANCELLED TO TAKE EFFECT AT: 12:01 A.M. 11/30/04 HOUR - STANDARD TIME - DATE
---------------------------	---	---

THIS NOTICE MAILED TO:

James, Robin T. Construction Inc.

27701 James Rd.
Laurel, DE 19956

You are hereby notified that in accordance with the terms and conditions of the above mentioned policy your insurance will cease at and from the hour and date mentioned above. If the premium has been paid, premium adjustment will be made as soon as practicable after cancellation becomes effective. Excess premium paid, if any, will be refunded. If the premium has not been paid, a bill for the premium earned to the time of cancellation will be forwarded in due course.

REASON FOR CANCELLATION Non payment of audit premium

Department of Transportation Endorsement

☐ MCS90☐ MCS90B

is cancelled.

NATIONAL FIRE & MARINE
COMPANY

AUTHORIZED REPRESENTATIVE

Post Office Department**Received From:**Quaker Special Risk
P.O BOX 415
Sea Girt, NJOne piece of ordinary 1st class
mail addressed to -**THIS RECEIPT DOES NOT PROVIDE FOR IN**FORM 3817
FACSIMILE

James, Robin T. Construction Inc.

27701 James Rd.

Laurel, DE 19956

**CERTIFICATION**

I hereby certify that I personally mailed in the U.S. Post Office at the place and time stamped hereon, a notice of cancellation, an exact carbon copy of which appears above, and at said time received from the U.S. Post Office the receipt (Form 3817) hereto attached.

Signed this 17th day of November 2004

Signature

EXHIBIT G

NATIONAL FIRE & MARINE INSURANCE COMPANY

3024 Harney Street · Omaha, NE 68131

Telephone (402) 536-3000

REPORT OF AUDIT

Insured: ROBIN T JAMES CONSTRUCTION INC
 27701 JAMES RD
 LAUREL, DE 19956

Policy No.: 72LPE698115
 Effective: 09/27/2004
 Expiration: 09/27/2005
 Cancellation: 11/30/2004
 Audit No.: 1

Agent: N29290, Quaker Agency, Inc., Manasquan, NJ

	Premium Base	Rate		Prem/ Oper	Products	Total
*** Cancellation Audit ***						
DE 91580 Contractors - executive supervisors or executive superintendents	\$12,536 Payroll	\$144.47		\$1,811		\$1,811
DE 91585 Contractors - subcontracted work - in connection with construction, reconstruction, repair or erecti	\$1,474,988 Cost of Work	\$10.11	\$14.21	\$14,912	\$20,960	\$35,872
DE 49950 Additional Insured - Owners, Lessees, or Contractors	0 Flat charge			\$44		\$44
DE 44444 Uninsured Subcontractors Not Covered						\$0
DE F & J Cleaning	65 Other			EXCL	EXCL	\$0

Advanced Premium: \$20,000

Audit Indicated Premium: \$37,727

Interim Premiums

Previously Billed:

Additional Due: \$17,727

TOTAL: \$20,000

Return Due:

EXHIBIT B

UNITED STATES DISTRICT COURT
DISTRICT OF DELAWARE

NATIONAL FIRE & MARINE
INSURANCE COMPANY;

Plaintiff,

-against-

ROBIN JAMES CONSTRUCTION, INC.,

Defendant.

Civil Action No.: 06-97

**DEFENDANT HEREBY DEMANDS
TRIAL BY JURY.**

ANSWER

Defendant, Robin James Construction, Inc., by and through its counsel, Wilson, Halbrook and Bayard, Eric C. Howard, hereby responds to the numbered paragraphs of the Complaint herein as follows:

1. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the matter alleged.
2. Admitted.
3. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the matter alleged.
4. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the matter alleged.

AS AND FOR THE FIRST CAUSE OF ACTION

5. Defendant hereby realleges paragraphs 1 through 4 hereof and incorporates them by reference herein.
6. Admitted that in 2002, Defendant informed The Insurance Market of its

anticipated business activities for the upcoming year and requested The Insurance Market, Inc. to obtain for it appropriate general liability insurance for the period identified for an appropriate premium.

7. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the matter alleged.
8. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the matter alleged.
9. Denied that Defendant received notice of any audit results promptly at the conclusion of the alleged coverage period; Defendant lacks knowledge or information sufficient to form a belief as to the truth of the balance of this averment.
10. Denied as alleged; admitted that Defendant paid a premium of \$13,753.00, which Defendant believed would be the premium for the year.
11. Denied as alleged; admitted that Defendant believed that Plaintiff had bound itself to provide general liability insurance in the amount stated on the policy.
12. Denied as alleged; admitted that Defendant paid the premium of \$13,753.00.
13. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the matter alleged.
14. Denied that Defendant received notice of any audit results promptly at the conclusion of the coverage period; further denied that Plaintiff is entitled to an additional premium of \$34,952.00.
15. Denied that Defendant received notice of any audit results promptly at the conclusion of the coverage period; admitted that at some point long after the

conclusion of the coverage period, Defendant received notice of an alleged additional premium owed.

- 16. Denied as alleged; admitted that Defendant has refused to pay any additional premium Plaintiff claims to be owed.
- 17. Denied.
- 18. Denied.
- 19. Denied.

AS AND FOR A SECOND CAUSE OF ACTION

- 20. Defendant hereby realleges paragraphs 1 through 19 hereof and incorporates them by reference herein.
- 21. Admitted.
- 22. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the matter alleged.
- 23. Denied that Defendant received notice of any audit results promptly at the conclusion of the alleged coverage period; Defendant lacks knowledge or information sufficient to form a belief as to the truth of the balance of this averment.
- 24. Denied as alleged; admitted that Defendant paid a premium of \$18,661.00, which Defendant believed would be the premium for the year.
- 25. Denied as alleged; admitted that Defendant believed that Plaintiff had bound itself to provide general liability insurance in the amount stated on the policy.
- 26. Denied as alleged; admitted that Defendant paid the premium of \$18,661.00.

CERTIFICATE OF SERVICE

THIS IS TO CERTIFY that the undersigned caused to be mailed, by United States Mail, postage prepaid, two (2) true copies of the within **Answer to Complaint** to:

Richard D. Becker, Esquire
Becker & Becker
534 Greenhill Avenue
The Court at Wawaset Plaza
Wilmington, DE 19805

Lisa F. Joslin, Esquire
Deily, Mooney and Glastetter, LLP
Marine Insurance Company
8 Thurlow Terrace
Albany, New York 12203

on this 7th day of March, A.D.2006.

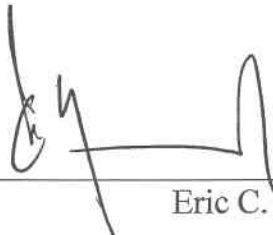

Eric C. Howard

EXHIBIT C

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

NATIONAL FIRE & MARINE INSURANCE
COMPANY,

Plaintiff,

v.

ROBIN JAMES CONSTRUCTION, INC.,

Defendant.

Civil Action No. 06-97-JJF

ORDER

At Wilmington this 31st day of **May, 2006**,

IT IS ORDERED that:

1. The mediation conference has been scheduled for **Monday, January 8, 2007 at 10:00 a.m.**

2. **Required participants who must be present at mediation:**

- a. Trial counsel and counsel familiar with the case.
- b. The parties and/or decision-makers of the parties, who must have full authority to act on behalf of the parties, including the authority to negotiate a resolution of the matter.

In-person attendance at mediation by the above-described individuals is required unless otherwise authorized by the Court. Any request to modify this requirement shall be made in writing to the Magistrate Judge, with a copy to all counsel or pro se parties, no later than **fourteen (14) days** before the mediation.

In addition, under separate cover, the direct dial telephone work numbers and cell or home numbers of in-state and out-of-state counsel who will be attending the mediation shall be provided to the Magistrate Judge. Unrepresented parties shall provide direct dial telephone work numbers and cell or home numbers.

Any request to bring electronic equipment, for example, cell phones, blackberries or laptop computers, for use ONLY during the mediation conference, shall be made in writing under separate cover and must accompany the mediation statements, and shall include the name(s) of the individuals and the equipment requested to be authorized. The electronic equipment must be an integral part of the mediation process and not just for convenience.

3. On or before **Thursday, December 21, 2006**, each party shall submit to the Magistrate Judge ONLY AN ORIGINAL and **ONE COPY** of the mediation conference statement. The mediation conference statements **shall not be filed** with the Clerk's Office. However, the mediation statement **shall be delivered to the Clerk's Office in an envelope addressed to U. S. Magistrate Mary Pat Thyng** and marked **"CONFIDENTIAL MEDIATION STATEMENT."** The statements shall not be exchanged among the parties or counsel, shall not be provided to the trial judge and shall not become part of the record in this matter. **Mediation statements shall NOT be electronically filed since they are not part of the Court record.**

4. The mediation conference statements may be in memorandum or letter form, and shall be limited to no more than **fifteen (15) pages double spaced, 12 pt. font**. They shall contain the following:

- a) A description of who the parties are, their relationship, if any,

to each other and by whom each party is represented, **including the identity of all individuals participating on behalf of a party during the mediation conference.**

b) A brief factual background, clearly indicating those facts not in dispute.

c) A brief summary of the law, including applicable statutes, cases and standards. Any unreported decisions including decisions from this jurisdiction, are to be included as exhibits.

d) An **honest** discussion of the party's claims and/or defenses, including the strengths and weaknesses of the party's position.

e) A brief description or history of prior settlement negotiations and discussions, including the party's assessment as to why settlement has not been reached, the party's proposed term(s) for a resolution and a description of how the party believes the Court may be able to assist in reaching an agreement.

f) The amount of attorneys' fees and costs **listed separately** that have been incurred by the party to date, with a fair estimate of such additional fees and expenses, including expert witness fees, if this matter is not settled. In the case of a contingency fee or non-hourly rate fee arrangement, the percentage of that fee, if applicable, the number of hours and costs incurred by the party to date, with a fair estimate of additional expenses, including expert witness fees, and the amount of hours if this matter is not settled.

5. Crucial or pertinent documents or other documentary evidence or a summary of said documents may be submitted as exhibits to the mediation conference statement. Counsel are cautioned to limit such exhibits.

6. Those participating in the mediation conference shall be available and accessible throughout the process. The Court expects the parties' full and good faith cooperation with the mediation process.

7. The contents of the mediation conference statements and the conference discussions, including any resolution or settlement, shall remain confidential, shall not be used in the present litigation, nor any other litigation presently pending or filed in the future, and shall not be construed as nor constitute an admission. Breach of this provision shall subject the violator to sanctions.

Local counsel are reminded of their obligations to inform out-of-state counsel of this Order. To avoid the imposition of sanctions, counsel shall advise the Court immediately of any problems regarding compliance with this Order.

/s/ Mary Pat Thyng
UNITED STATES MAGISTRATE JUDGE